

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

2016 OCT 20 AM 10: 55

KATHY DREW-KING, Regional Director of
Region 29 of the National Labor Relations Board,
for and on behalf of the NATIONAL LABOR
RELATIONS BOARD

Petitioner

V.

MERIDIAN IMAGING GROUP, LLC d/b/a
QUEENS MEDICAL IMAGING/NYU

Respondent

-CV-

CV 16

5853

MATSUMOTO, J.

REYES, M.J.

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(REDACTED)**

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Exhibit A(1)

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case
29-CA-178852Date Filed
6/22/16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Queens Medical Imaging/NYU		b. Tel. No. 516-222-2022 ext. 1324
		c. Cell No.
d. Address (Street, city, state, and ZIP code) 69-15 Austin St Forest Hills, NY 11375	e. Employer Representative Cheryl Kurman Director of Human Resources	f. Fax No. 516-222-8475
		g. e-Mail Cheryl.kurman@nyumc.org
		h. Number of workers employed 58
i. Type of Establishment (factory, mine, wholesaler, etc.) Imaging Clinic	j. Identify principal product or service Health Care	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since the Union has been certified as the bargaining representative for the Employer's professional and non-professional employees, the Employer has refused to bargain with the Union by unilaterally changing the employees' long-established schedules.

The Employer has also discriminated with regard to the employees' terms and conditions of employment to discourage membership in the Union by indicating in a captive-audience session that the Employer could not hire additional employees or grant wage increases because of the presence of the Union.

The Employer discharged Anthony Randazzo because of his support of and activities on behalf of the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
1199SEIU United Healthcare Workers East


4a. Address (Street and number, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407	4b. Tel. No. (212) 582-1890
	4c. Cell No.
	4d. Fax No. 212-627-8182
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Service Employees International Union, Change to Win Federation

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)

Richard Dorn, Attorney

(Print/type name and title or office, if any)

Tel. No.
212-627-8100

Office, if any, Cell No.

Fax No.
212-627-8182e-Mail
rdorn@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126

6/21/16
(date)WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Exhibit A(2)

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

29-CA-178852

Date Filed

9/9/16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Meridian Imaging Group, LLC d/b/a NYU Langone Radiology - Queen's Medical Imaging	b. Tel. No. 516-222-2022 ext. 1324 c. Cell No. f. Fax No. 516-222-8475 g. e-Mail Cheryl.kurman@nyumc.org h. Number of workers employed 68
d. Address (Street, city, state, and ZIP code) 69-15 Austin St Forest Hills, NY 11375	e. Employer Representative Alan Winakor, CEO Cheryl Kurman, Director of HR
i. Type of Establishment (factory, mine, wholesaler, etc.) Imaging Clinic	j. Identify principal product or service Health Care
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See attached	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) 1199SEIU United Healthcare Workers East	
4a. Address (Street and number, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407	4b. Tel. No. (212) 582-1890 4c. Cell No. 4d. Fax No. 212-627-8182 4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union, Change to Win Federation	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By <u>Ceilidh Gao</u> Ceilidh Gao, Attorney (signature of representative or person making charge) (Print/type name and title or office, if any)	
Address <u>Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126</u> 9/9/16 (date)	
Tel. No. 212-627-8100 Office, if any, Cell No. Fax No. 212-627-8182 e-Mail cgao@levyratner.com	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Meridian Imaging Group, LLC d/b/a NYU Langone Radiology – Queen's Medical Imaging
Attachment to First Amended Charge
29-CA-178852

1. On or about June 17, 2016, in a captive audience meeting, the Employer by CEO Alan Winakor said that the Employer could not grant wage increases to employees in the facility located at 69-15 Austin Street, Forest Hills, NY ("Forest Hills facility"), and could not allow employees in the Forest Hills facility to work in other Employer facilities, because of the presence of the Union, in violation of Section 8(a)(1).
2. The Employer has discriminated with regard to the employees' terms and conditions of employment, and to discourage membership in the Union, by refusing to grant wage increases to employees in the Forest Hills facility, in violation of Section 8(a)(1) and (3).
3. On or about June 17, 2016, the Employer terminated Anthony Randazzo because of his protected concerted activities, and because of his support of and activities on behalf of the Union, in violation of Sections 8(a)(1) and (3).
4. At all material times, the Employer has refused to bargain with the Union by unilaterally changing employees' long-established schedules, in violation of Sections 8(a)(1) and (5).

Exhibit A(3)

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**

Case

29-CA-180440

Date Filed

7/19/2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Meridian Imaging Group LLC		b. Tel. No. 516-222-2022 ext. 1324
		c. Cell No.
		f. Fax No. 516-222-8475
d. Address (Street, city, state, and ZIP code) 69-15 Austin St Forest Hills, NY 11375		g. e-Mail Cheryl.kurman@nyumc.org
e. Employer Representative Cheryl Kurman Director of Human Resources		h. Number of workers employed Approx. 60
i. Type of Establishment (factory, mine, wholesaler, etc.) Imaging clinic	j. Identify principal product or service Health care	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3), (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about July 12, 2016, terminating Sandra Kucuk because of her support of and activities on behalf of the Union.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

1199SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code)310 West 43rd Street
New York, NY 10036-6407**4b. Tel. No.** (212) 582-1890**4c. Cell No.****4d. Fax No.****4e. e-Mail****5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Ceilidh Gao, Attorney

(Print/type name and title or office, if any)

Tel. No.

212-627-8100

Office, if any, Cell No.

Fax No.

212-627-8182

e-Mail

cgao@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126

7/19/16

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

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Exhibit A(4)

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3612

DO NOT WRITE IN THIS SPACE

Case

29-CA-180440

Date Filed

9/9/16

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Meridian Imaging Group, LLC
d/b/a NYU Langone Radiology - Queen's Medical Imaging

d. Address (Street, city, state, and ZIP code)

69-15 Austin St
Forest Hills, NY 11375

e. Employer Representative

Alan Winakor, CEO
Cheryl Kurman, Director of HR

b. Tel. No.

516-222-2022 ext. 1324

c. Call No.

f. Fax No.

516-222-8475

g. e-Mail

Cheryl.kurman@nyumc.org

h. Number of workers employed

58

i. Type of Establishment (factory, mine, wholesaler, etc.)

Imaging Clinic

j. Identify principal product or service

Health Care

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) and (5) _____ of the National Labor Relations Act, and these unfair labor

practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attached

3. Full name of party filing charge (If labor organization, give full name, including local name and number)

1199SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code)

310 West 43rd Street
New York, NY 10036-6407

4b. Tel. No. (212) 582-1890

4c. Cell No.

4d. Fax No.

212-627-8182

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Service Employees International Union, Change to Win Federation

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Ceilidh Gao, Attorney

(Print/type name and title or office, if any)

Tel. No.

212-627-8100

Office, if any, Cell No.

Fax No.

212-627-8182

e-Mail

cgao@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126 9/9/16

(date)

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PRIVACY ACT STATEMENT

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Rec'd 9/9/16 @ 12:17 pm

Meridian Imaging Group, LLC d/b/a NYU Langone Radiology – Queen's Medical Imaging
Attachment to First Amended Charge
29-CA-180440

1. On or about July 12, 2016, the Employer terminated Sandra Kucuk because of her protected concerted activities, and because of her support of and activities on behalf of the Union, in violation of Sections 8(a)(1) and (3).

Exhibit A(5)

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

29-CA-183910

Date Filed

09/09/2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Meridian Imaging Group, LLC
d/b/a NYU Langone Radiology - Queen's Medical Imaging

b. Tel. No.

516-222-2022 ext. 1324

c. Cell No.

f. Fax No.

516-222-8475

g. e-Mail

Cheryl.kurman@nyumc.org

h. Number of workers employed
58

d. Address (Street, city, state, and ZIP code)

69-15 Austin St
Forest Hills, NY 11375

e. Employer Representative

Alan Winakor, CEO
Cheryl Kurman, Director of HRi. Type of Establishment (factory, mine, wholesaler, etc.)
Imaging Clinicj. Identify principal product or service
Health Care

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

At all times within the last six months, the Employer has maintained an overly broad rule, in violation of Section 8(a)(1), which prohibits "Fighting, horseplay, practical jokes, or other disorderly conduct that could endanger or disturb any employee, contractor, customer, or vendor of or visitor to the company," and "Inappropriately threatening, intimidating, bullying, or coercing any employee, contractor, customer, or vendor of or visitor to your company, in any manner, including by use of abusive or vulgar language."

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

1199SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code)

310 West 43rd Street
New York, NY 10036-6407

4b. Tel. No. (212) 582-1890

4c. Cell No.

4d. Fax No.
212-627-8182

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Service Employees International Union, Change to Win Federation

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(signature of representative of person making charge)

Ceilidh Gao, Attorney

(Print/type name and title or office, if any)

Tel. No.

212-627-8100

Office, if any, Cell No.

Fax No.

212-627-8182

e-Mail

cgao@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011-5126 9/9/16

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Done 9/9/16 @ 12:10pm

Exhibit B(1)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**MERIDIAN IMAGING GROUP, LLC D/B/A
QUEENS MEDICAL IMAGING/NYU**

and

**Cases 29-CA-178852;
29-CA-180440**

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-178852 and Case No. 29-CA-180440, which are based on charges filed by 1199SEIU United Healthcare Workers East, herein called the Union, against Meridian Imaging Group, LLC d/b/a Queens Medical Imaging/NYU, herein called Respondent, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, herein called the Act, 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case No. 29-CA-178852 was filed by the Union on June 21, 2016, and a copy was served on Respondent by U.S. Mail on June 23, 2016.

(b) The first amended charge in Case No. 29-CA-178852 was filed by the Union on September 9, 2016, and a copy was served on Respondent by U.S. Mail on September 9, 2016.

(c) The charge in Case No. 29-CA-180440 was filed by the Union on July 19, 2016, and a copy was served on Respondent by U.S. Mail on July 20, 2016.

(d) The first amended charge in Case No. 29-CA-180440 was filed by the Union on September 9, 2016, and a copy was served on Respondent by U.S. Mail on September 9, 2016.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Forest Hills, NY, herein called Respondent's Forest Hills facility, and has been engaged in providing medical imaging and related services.

(b) During the calendar year ending December 31, 2015, which period is representative of its operations generally, Respondent in conducting its operations described above in paragraph 2(a), derived gross revenues in excess of \$250,000.

(c) During the calendar year ending December 31, 2015, which period is representative of its operations generally, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at its Forest Hills facility goods valued in excess of \$5,000 directly from points located outside the State of New York.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All regular full-time, part-time and per diem registered nurses, ultra sound technologists, MRI technologists, X-ray technologists, mammogram technologists, radiologic technologists, and CAT scan technologists, schedulers, front desk, medical receptionists, breast coordinators, maintenance, medical records, and liaisons, employed by the Employer at the Employer's Forest Hills facility.

Excluded: All supervisors and guards as defined by the Act.

5. (a) On May 6, 2016, in Case No. 29-RC-174122, the Board conducted a representation election among the employees in the Unit.

(b) On May 20, 2016, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

6. At all material times since May 20, 2016, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Unit.

7. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) Alan Winakor	-	Chief Executive Officer
(b) Cheryl Kurman	-	Director of Human Resources
(c) Dawn Shea	-	Office Administrator
(d) Nana Abrokwa	-	Office Administrator
(e) Carolyn Cottrreal	-	Scheduling Supervisor

8. About June 17, 2016, Respondent, by Alan Winakor, in a staff meeting at Respondent's Forest Hills facility:

(a) Refused to consider employees at the Forest Hills facility for raises because of the presence of the Union;

(b) Refused to allow employees at the Forest Hills facility to work in other Respondent facilities because of the presence of the Union.

(c) Respondent engaged in the conduct set forth above in paragraphs 8(a) and 8(b) because its employees joined the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

9. (a) About June 17, 2016, Respondent's employee Anthony Randazzo engaged in concerted activities with other employees for the purposes of mutual aid and protection, by raising workplace concerns during a staff meeting with Alan Winakor.

(b) About June 17, 2016, Respondent discharged Anthony Randazzo.

(c) Since about June 17, 2016, Respondent has refused to reinstate or offer to reinstate Randazzo to his former position of employment.

(d) Respondent engaged in the conduct described above in paragraphs 9(b) and 9(c) because Anthony Randazzo engaged in the conduct described above in paragraph 9(a) and because Randazzo assisted the Union, and to discourage employees from engaging in these or other concerted activities.

10. (a) About July 12, 2016, Respondent discharged its employee Sandra Kucuk.

(b) Since about July 12, 2016, Respondent has refused to reinstate or offer to reinstate Kucuk to her former position of employment.

(c) Respondent engaged in the conduct described above in paragraphs 10(a) and 10(b) because Kucuk assisted the Union, and to discourage employees from engaging in these or other concerted activities.

11. (a) About June 7, 2016, Respondent changed the work schedule of employee Ivisdenia Cassius-Linval.

(b) The subject set forth above in paragraph 11(a) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 11(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(d) As a result of Respondent's conduct described above in paragraphs 11(a) and 11(c), on June 7, 2016, Respondent reduced the weekly work hours of its employee Ivisdenia Cassius-Linval.

12. By the conduct described above in paragraphs 8 and 9, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

13. By the conduct described above in paragraphs 8, 9 and 10, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

14. By the conduct described above in paragraph 11, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE as part of the remedy for the unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatees for reasonable consequential damages incurred by them as a result of the Respondent's unlawful conduct.

FURTHER as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.

FURTHER as part of the remedy for the unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Alan Winakor must read the Board-ordered notice to the employees in English and on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 6. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before September 29, 2016, or postmarked on or before September 28, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer

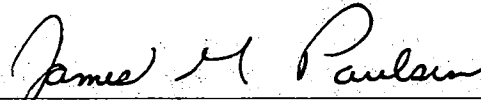
rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, November 15, 2016 at 9:30 a.m., at Two MetroTech Center, Fifth Floor Hearing Room, Brooklyn, New York**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this

proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 15, 2016



JAMES G. PAULSEN
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit B(2)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**MERIDIAN IMAGING GROUP, LLC D/B/A
QUEENS MEDICAL IMAGING/NYU**

and

**Cases 29-CA-178852
29-CA-180440
29-CA-183910**

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER FURTHER CONSOLIDATING CASES,
SECOND CONSOLIDATED COMPLAINT
AND NOTICE OF HEARING**

On September 15, 2016, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing ("Consolidated Complaint") was issued by the Regional Director in Case Nos. 29-CA-178852 and 29-CA-180440, filed by 1199SEIU United Healthcare Workers East ("Union") alleging that Meridian Imaging Group, LLC d/b/a Queens Medical Imaging/NYU ("Respondent") engaged in certain unfair labor practices that violate the National Labor Relations Act ("the Act"), 29 U.S.C. Sec. 151 *et seq.* Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board ("the Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Case No. 29-CA-183910, filed by the Union.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case No. 29-CA-178852 was filed by the Union on June 21, 2016, and a copy was served on Respondent by U.S. Mail on June 23, 2016.

(b) The first amended charge in Case No. 29-CA-178852 was filed by the Union on September 9, 2016, and a copy was served on Respondent by U.S. Mail on September 9, 2016.

(c) The charge in Case No. 29-CA-180440 was filed by the Union on July 19, 2016, and a copy was served on Respondent by U.S. Mail on July 20, 2016.

(d) The first amended charge in Case No. 29-CA-180440 was filed by the Union on September 9, 2016, and a copy was served on Respondent by U.S. Mail on September 9, 2016.

(e) The charge in Case No. 29-CA-183910 was filed by the Union on September 9, 2016, and a copy was served on Respondent by U.S. Mail on September 9, 2016.

2. (a) At all material times, Respondent has been a limited liability company with an office and place of business in Forest Hills, NY, herein called Respondent's Forest Hills facility, and has been engaged in providing medical imaging and related services.

(b) During the calendar year ending December 31, 2015, which period is representative of its operations generally, Respondent in conducting its operations described above in paragraph 2(a), derived gross revenues in excess of \$250,000.

(c) During the calendar year ending December 31, 2015, which period is representative of its operations generally, Respondent in conducting its operations described above in paragraph 2(a), purchased and received at its Forest Hills facility goods valued in excess of \$5,000 directly from points located outside the State of New York.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All regular full-time, part-time and per diem registered nurses, ultra sound technologists, MRI technologists, X-ray technologists, mammogram technologists, radiologic technologists, and CAT scan technologists, schedulers, front desk, medical receptionists, breast coordinators, maintenance, medical records, and liaisons, employed by the Employer at the Employer's Forest Hills facility.

Excluded: All supervisors and guards as defined by the Act.

5. (a) On May 6, 2016, in Case No. 29-RC-174122, the Board conducted a representation election among the employees in the Unit.

(b) On May 20, 2016, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

6. At all material times since May 20, 2016, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Unit.

7. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) Alan Winakor	-	Chief Executive Officer
(b) Cheryl Kurman	-	Director of Human Resources
(c) Dawn Shea	-	Office Administrator
(d) Nana Abrokwa	-	Office Administrator
(e) Carolyn Cotreal	-	Scheduling Supervisor

8. About June 17, 2016, Respondent, by Alan Winakor, in a staff meeting at Respondent's Forest Hills facility:

(a) Refused to consider employees at the Forest Hills facility for raises because of the presence of the Union;

(b) Refused to allow employees at the Forest Hills facility to work in other Respondent facilities because of the presence of the Union.

(c) Respondent engaged in the conduct set forth above in paragraphs 8(a) and 8(b) because its employees joined the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

9. (a) About June 17, 2016, Respondent's employee Anthony Randazzo engaged in concerted activities with other employees for the purposes of mutual aid and protection, by raising workplace concerns during a staff meeting with Alan Winakor.

(b) Since about June 17, 2016, Respondent has maintained the following rule, which prohibits:

"Fighting, horseplay, practical jokes, or other disorderly conduct that could endanger or disturb any employee, contractor, customer, or vendor of or visitor to the company and inappropriately threatening, intimidating, bullying or coercing any employee, contractor, customer, or vendor of or visitor to your company, in any manner, including by use of abusive or vulgar language."

(c) Respondent maintained the rule described above in subparagraph 9(b) to discourage its employees from forming, joining, or assisting a union, or engaging in other concerted activities.

(d) About June 17, 2016, Respondent discharged Anthony Randazzo.

(e) Since about June 17, 2016, Respondent has refused to reinstate or offer to reinstate Randazzo to his former position of employment.

(f) Respondent engaged in the conduct described above in paragraphs 9(d) and 9(e) because Anthony Randazzo engaged in the conduct described above in paragraph 9(a).

(g) Respondent engaged in the conduct described above in paragraphs 9(d) and 9(e) because Anthony Randazzo violated the rule described above in paragraph 9(b).

(h) Respondent engaged in the conduct described above in paragraphs 9(d) and 9(e) because Randazzo assisted the Union, and to discourage employees from engaging in these or other concerted activities.

10. (a) About July 12, 2016, Respondent discharged its employee Sandra Kucuk.

(b) Since about July 12, 2016, Respondent has refused to reinstate or offer to reinstate Kucuk to her former position of employment.

(c) Respondent engaged in the conduct described above in paragraphs 10(a) and 10(b) because Kucuk assisted the Union, and to discourage employees from engaging in these or other concerted activities.

11. (a) About June 7, 2016, Respondent changed the work schedule of employee Ivisdenia Cassius-Linval.

(b) The subject set forth above in paragraph 11(a) relates to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondent engaged in the conduct described above in paragraph 11(a) without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to this conduct and the effects of this conduct.

(d) As a result of Respondent's conduct described above in paragraphs 11(a) and 11(c), on June 7, 2016, Respondent reduced the weekly work hours of its employee Ivisdenia Cassius-Linval.

12. By the conduct described above in paragraphs 8(a) and (b), 9(b), (c), (d), (e), (f) and (g), Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

13. By the conduct described above in paragraphs 8(a), (b) and (c), 9(d), (e) and (h), and 10(a), (b) and (c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

14. By the conduct described above in paragraph 11(a), (c) and (d), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE as part of the remedy for the unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring Respondent to reimburse the discriminatees for reasonable consequential damages incurred by them as a result of the Respondent's unlawful conduct.

FURTHER as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit.

FURTHER as part of the remedy for the unfair labor practices alleged above in paragraphs 8 through 14, the General Counsel seeks an Order requiring that, at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent's representative Alan Winakor must read the Board-ordered notice to the employees in English and on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 6. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before October 28, 2016, or postmarked on or before October 27, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is

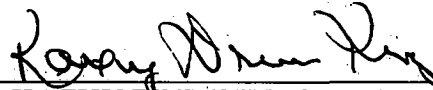
unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, November 15, 2016 at 9:30 a.m., at Two MetroTech Center, Fifth Floor Hearing Room, Brooklyn, New York**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the

attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 14, 2016

A handwritten signature in black ink, appearing to read "Kathy Drew King", is written over a horizontal line.

KATHY DREW KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit C

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 29**

MERIDIAN IMAGING GROUP, LLC D/B/A QUEENS MEDICAL IMAGING/NYU	
and	
1199SEIU UNITED HEALTHCARE WORKERS EAST	Case Nos. 29-CA-178852 29-CA-180440

**ANSWER AND ADDITIONAL DEFENSES OF
RESPONDENT MERIDIAN IMAGING GROUP, LLC**

Pursuant to Sections 102.20 and 102.21 of the Rules and Regulations of the National Labor Relations Board ("NLRB"), Respondent Meridian Imaging Group, LLC D/B/A Queens Medical Imaging/NYU ("Respondent"), hereby files its Answer and Additional Defenses to the September 15, 2016 Complaint and Notice of Hearing ("Complaint") in the above-captioned cases. Unless otherwise noted, the paragraphs in this Answer correspond to the paragraphs of the Complaint.

1. Respondent responds as follows to the allegations in paragraph 1 of the Complaint:
 - (a) Denied for lack of knowledge, except that Respondent admits it has received a copy of the original charge filed in Case No. 29-CA-178852.
 - (b) Denied for lack of knowledge, except that Respondent admits it has received a copy of the first amended charge filed in Case No. 29-CA-178852.
 - (c) Denied for lack of knowledge, except that Respondent admits it has received a copy of the original charge filed in Case No. 29-CA-180440.

- (d) Denied for lack of knowledge, except that Respondent admits it has received a copy of the first amended charge filed in Case No. 29-CA-180440
- 2. Respondent responds as follows to the allegations in paragraph 2 of the Complaint:
 - (a) Admitted.
 - (b) Admitted.
 - (c) Admitted.
 - (d) Admitted.
- 3. Admitted.
- 4. Admitted.
- 5. Respondent responds as follows to the allegations in paragraph 5 of the Complaint:
 - (a) Admitted.
 - (b) Admitted.
- 6. Admitted.
- 7. Admitted.
- 8. Respondent denies the allegations in paragraph 8 of the Complaint, including any and all subparts.
- 9. Respondent denies the allegations in paragraph 9 of the Complaint, including any and all subparts, except admits that it discharged Anthony Randazzo (Randazzo) on or about June 17, 2016 and has refused to reinstate or offer to reinstate Randazzo to his former position of employment.
- 10. Respondent denies the allegations in paragraph 10 of the Complaint, including any and all subparts, except admits that it discharged Sandra Kucuk on or about July 12, 2016, and further, avers that it has offered to reinstate Kucuk to a vacant position with a higher annual salary than the position from which she was discharged.

11. Respondent denies the allegations in paragraph 11 of the Complaint, including any and all subparts.
12. Respondent denies the allegations in paragraph 12 of the Complaint.
13. Respondent denies the allegations in paragraph 13 of the Complaint, including any and all subparts.
14. Respondent denies the allegations in paragraph 14 of the Complaint.
15. Respondent denies the allegations in paragraph 15 of the Complaint.
16. Without limitation to any specific paragraph in the Complaint, Respondent denies every allegation in the Complaint that is not specifically and expressly admitted herein.

* * * *

FIRST ADDITIONAL DEFENSE

The Complaint fails, in whole or in part, to set forth a claim upon which relief can be granted.

SECOND ADDITIONAL DEFENSE

Randazzo and Kucuk, identified as purported discriminatees in the Complaint, were both disciplined for legitimate, lawful reasons, and not on the basis of any alleged protected activity.

THIRD ADDITIONAL DEFENSE

Respondent maintained the work schedule of Ivisdenia Cassius-Linval for legitimate lawful reasons.

FOURTH ADDITIONAL DEFENSE

Randazzo and Kucuk, identified as purported discriminatees in the Complaint, both would have been disciplined in the absence of any alleged protected activity.

FIFTH ADDITIONAL DEFENSE

Randazzo lost the protection of the National Labor Relations Act based on his profanity laden outburst towards the Respondent's CEO at a public event attended by many of his co-workers, during which he erroneously accused the Respondent of violating wage hour laws governing when employees are entitled to overtime pay.

SIXTH ADDITIONAL DEFENSE

The Complaint is too vague to provide Respondent with notice of the allegations against it, and is therefore a violation of Respondent's due process rights.

* * * *

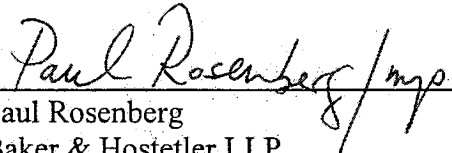
Respondent reserves the right to add additional defenses.

WHEREFORE, Respondent respectfully requests that the Complaint be dismissed in its entirety, that it be awarded its costs, including attorney fees, pursuant to the Act.

Respectfully submitted,

BAKER HOSTETLER LLP
Paul Rosenberg

Dated: September 28, 2016


Paul Rosenberg
Baker & Hostetler LLP
45 Rockefeller Plaza, 11th Floor
New York, New York 10111
(212) 589-4299 (telephone)
(212) 589-4201 (facsimile)
prosenberg@bakerlaw.com

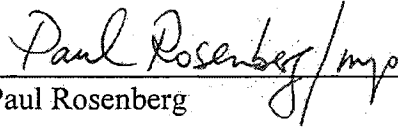
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 28 day of September, 2016, a true copy of the foregoing was filed electronically in .pdf format through the National Labor Relations Board's Internet website. Copies were also sent by Federal Express overnight mail to:

James G. Paulsen
Regional Director
National Labor Relations Board
Region 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838
(original and four copies)

Gerard Cadet
1199SEIU United Healthcare Workers East
310 W. 43rd Street
New York, NY 10036

Pamela Jeffrey
Levy Ratner P.C.
80 Eighth Avenue, 8th Floor
New York, NY 10011



Paul Rosenberg

Exhibit D

Queens Medical Imaging/NYU
Case 29-CA-178852

Confidential Witness Affidavit

I, Anthony Randazzo, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 141-18 79th Avenue, Apt. 2F, Flushing, NY 11367.

My home telephone number (including area code) is 718-380-5363

My cell phone number (including area code) is 917-597-3492

My e-mail address is tonyblaxsox@msn.com

I was employed by Meridian Imaging Group LLC

located at 69-15 Austin Street, Forest Hills, NY 11375.

1. I was hired by Queens Medical Imaging on or about May 25, 2011. About a year and a half ago, Queens Medical Imaging changed its name to Meridian Imaging Group LLC ("the Employer"). Office Manager Kathi Maybaum hired me to work Maintenance. My brother Carmine and I were hired at the same time. About three to four months ago, Maybaum was transferred to another one of the Employer's facilities, and she was replaced by two Office Managers: a woman named Dawn (Last Name Unknown), and a man named Nana (LNU). I reported directly to Maybaum while she worked for the Employer, and after she left, I reported directly to Dawn and Nana. I called out sick one time, and I called Maybaum to tell her. My job duties were to maintain the facility, meaning empty garbage cans, sweep the

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

outdoor grounds, remove snow from the rear sidewalk, and clean bathrooms, hallways, and offices. My work schedule was Monday, Wednesday, Friday from 11:00 AM to 2:30 PM, and Thursday from 11:00 AM to 8:00 PM. I typically worked 18-20 hours per week, and had Tuesday, Saturday and Sunday off. I sometimes worked more hours when the only other Maintenance worker, my brother Carmine Randazzo, took a day off. I got paid \$15 per hour. I never worked overtime.

2. Alan Winakor is the Employer's CEO and Owner, both before and after the Employer changed its name from Queens Medical Imaging to Meridian Imaging Group. The first year I worked there, he came to the facility a couple days before Thanksgiving and brought a turkey for the staff. He carved it and served it to the staff. Before the beginning of 2016, Winakor came to the facility only about five times per year (on average). In about January 2016, the Employer began upgrading a lot of its machinery and doing renovations. I believe this is because the Employer became affiliated with NYU. Once this process began, I saw Winakor at the facility about twice per week. I continued seeing him at the facility about twice per week through my termination in June 2016 (described below).
3. Below Winakor, there are a number of supervisors. Two people supervise the Front Desk employees: Aleya and Lajoy. One person, Stella, supervises the back office employees (like Appointment Makers and Medical Records). Howard supervises the Technologists (X-ray, MRI, etc.). Maria supervises the Sonogram Technicians. As mentioned above, Office Managers Nana and Dawn supervise Maintenance and overall the whole facility. The facility provides medical imaging services.
4. In or around April 2016, I walked in on a conversation in the lunch room. There were about four girls in there, including [REDACTED] and [REDACTED]

attend a meeting with the Persuader and Winakor, described in the next paragraph, but the meetings described in this paragraph are different because Winakor did not attend them.)

7. On the day before the election, on or about May 5, 2016, Alan Winakor held a meeting in the back office where the election was held. I heard about the meeting from Stella, who supervises the back office employees, meaning the Appointment Makers and Medical Records. Stella told me to go to the meeting at about noon. There were approximately six people in the room: Christine (Sono Tech), Martha (Sono Tech), Ali (Sono Tech), me, Winakor and the Persuader. For the most part, Winakor did all the talking. I don't presently recall everything that he said, but basically he said that the Union couldn't benefit the workers, but the workers can vote however they want. At one point, I asked Winakor, this is your last ditch effort, what are you going to tell me that is going to make me vote against the Union? I continued, are you going to tell me that from where you're sitting, there is absolutely no benefit to an employer in a Union run shop? Winakor said, that's right. I said, if that's the case, I think you know how I'm going to vote, you're not convincing me to vote against the Union. Winakor said something like, well you have the right to vote any way you want. I didn't say anything else during the meeting. I was the only person that asked a question. None of the other employees spoke up. Eventually, the meeting ended when Winakor thanked us for our time. The meeting lasted about twenty minutes. No one read off any notes during the meeting. Throughout the day, until about 2:30 PM, Winakor and the Persuader held similar meetings back-to-back with other groups of workers.
8. On or about May 6, 2016, the union election was conducted in the back office. The Union won.

9. After the election, the Union held about five more meetings at [REDACTED]'s house. I attended about four of them. I believe they occurred on or about May 15 (I did not attend this one), May 22, June 5, June 26, and July 10. Whereas about 20 employees attended the first Union meeting before the election, by the last meeting, only about 10 employees attended. Attendance dwindled gradually over time.
10. At one of the Union meetings soon after the election, Baritza said that we would need to select four workers to be on a negotiating committee to bargain with the Employer. I don't remember the exact date of the meeting. The workers present at the meeting voted on four people to the negotiating committee: myself, my brother Carmine, Sandra Kouchuk (MRI Tech), and Edwin (Front Desk). I believe that the Employer learned that I am on the negotiating committee when the Union sent a letter to the Employer in order to schedule a bargaining session. The bargaining session did not yet occur. I have not attended any bargaining sessions to date.
11. Winakor and management began enforcing work rules more strictly after the Union campaign. In or about the week following the election, Winakor called me over to look at something. He pointed at the tiny tile edging on the wall near the floor and said, "look at that." There was dust on the edge. He asked me, "what's that?" I said, "it's dust." I said I would make sure I would get on it. Before the election, Winakor never made these kind of nitpicky comments about the maintenance work. With rare exceptions, Winakor never directed me to do any work, nitpicky or otherwise, before the Union campaign. One day after he had made one of these nitpicky comments to me, Winakor spoke to my brother Carmine. My brother told me afterwards that Winakor said, "I think your brother hates me."

12. On or about June 17, 2016, the supervisor Stella told me that there was going to be a "town hall" meeting at noon and at 1:00 PM, and I had to go to one of them. I heard from other workers that there was an e-mail notifying us about the meeting, but I don't recall receiving the e-mail. I chose to attend the noon meeting. The meeting took place in an empty storage area (it's in the process of being emptied out so that it can be turned into a new lunch room). I cleaned the room and set up the chairs the morning before the meeting. There were about 25 employees and 5 or 6 management representatives present, including Human Resources Representative Cheryl Kurman, Office Manager Nana, Office Manager Dawn, Alan Winakor and about two other female managers. There were not enough chairs for everyone, so I and some other people stood throughout the meeting. The meeting began when Winakor gave a speech about how difficult business is, and how he potentially will be losing money due to the Employer's new affiliation with NYU, and the renovations, and the Union coming in. Winakor went on for a long time about how business is bad. He said something to the effect of, I don't know what the Union is promising you, but I'm telling you that I can't live up to those expectations because I can't afford it. After speaking for a while, Winakor took a water break. At that point, Winakor asked if anyone had any questions. One girl asked, why aren't you hiring anyone?, we're swamped on the phones. Winakor said something like, I did hire somebody in the Garden City office, but my hands are tied here because the Union is here. Winakor went on to say something like, I gave raises to other locations but I can't give you raises because the Union is here. An employee named Ali asked why she can no longer work at the Garden City office (she used to split time between Austin Street and Garden City). Winakor said something like, I can't have a Union person in the Garden City office. At one point, an employee (I can't recall who) brought up the issue of being asked to stay

past 8:00 PM (we refer to patients who come in when the facility is closing at 8:00 PM, as “add-ons”). Winakor said something like, we have to provide patient care so we have to stay open to take care of these add-ons. Winakor compared the facility to McDonald’s and said, if you walked into McDonald’s right before it closes, they’re going to serve you. My brother Carmine spoke up and said, that’s not a good analogy. Winakor said something like, oh really, a janitor, a non-professional, is going to tell me how to run the office? Carmine and Winakor went back and forth a little bit. At that point, I spoke up and said, I don’t want to stay past 8:00 PM either. Winakor said something like, oh, so the janitors are the people I have to negotiate with. Winakor and I spoke back forth about the add-ons issue. At one point, I said, what’s my reason to stay past 8:00 PM if I’m not getting paid overtime? He and I spoke back and forth about what the law requires with regard to overtime. Eventually, I said, nobody gets overtime because nobody reaches the 40 hour mark in a week. In other unions that I’ve been involved in, I have gotten paid a premium rate if I stay after my scheduled shift, even if I haven’t worked more than 40 hours in the week. I said something like, I don’t care for the way you’re speaking, you’ve spoken to me this way before, I’m tired of it, and I’m more of a professional in my life than you are. I said, this is a bunch of bullshit that you got this meeting together but you couldn’t get a negotiating meeting scheduled, especially where these types of issues are appropriate to negotiate about. I was upset and raised my voice. Winakor said something like, oh it doesn’t have to get to this point. Nana said to me, take it easy, don’t get all upset. I said, no I’m all right, and I walked out of the room. I composed myself for a couple minutes and returned to the room. I said, you know what, I deserve to be here, I’m staying. Winakor said, you cursed me. His voice was raised. I said, wait a minute, I never cursed you. I had used the word bullshit to describe a nonsense

situation, but I had not cursed Winakor himself. Winakor said, things got heated, I'm sorry things got out of hand, let's just end the meeting because there's another group I have to meet with. Winakor said, thanks for your time, enjoy the pizza. (He had brought pizza in for the staff to eat.) That was the end of the meeting. No one read from any notes during the meeting. I worked the rest of my shift and went home. That was the last shift that I worked for the Employer.

13. During the meeting on or about June 17, 2016, I wore a purple 1199 wrist band. Most employees wore the same wrist band that day.
14. At one point during the meeting on or about June 17, 2016, either right before or right after I left the meeting and came back, another employee, named Steven Cordoba, walked out of the meeting while shaking his head. He quietly mumbled something like, this is nonsense. Cordoba had been standing in the back of the room. To my knowledge, Cordoba has not faced any repercussions for leaving the meeting.
15. Employees regularly swear in the facility while speaking amongst themselves (not to patients). I have heard employees use the word "fuck" and the word "bullshit" frequently. To my knowledge, no employee has ever faced any repercussions for using foul language.
16. On or about June 20, 2016, I received by fedex a letter, dated June 17, 2016, stating that I was terminated. A few days later, on or about June 24, 2016, I received another, longer letter, labeled "revised," stating again that I was terminated. Prior to being terminated, the Employer had never disciplined me in any way. Since being terminated, I have not communicated with the Employer, except for calling Human Resources to ask about unpaid accrued vacation time.

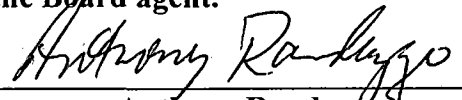
17. Last night, on or about July 13, 2016, I learned that the Employer terminated another member of the negotiating committee, Sandra Kouchuk. In addition to myself and my brother, Sandra was one of the most vocal employees in terms of voicing support for the Union to the Employer. My brother was the observer for the Union at the election (but I was not).
18. I understand that some employees have a company e-mail address, but I do not. I have received some e-mails from the Employer (specifically from Office Manager Kathy Maybaum) at my personal e-mail address.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

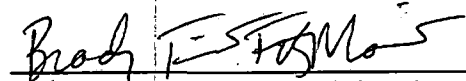
I have read this Confidential Witness Affidavit consisting of 9 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: July 13, 2016

Signature:


Anthony Randazzo

Signed and sworn to before me on July 13, 2016 at Brooklyn, NY.



Brady J. Francisco-FitzMaurice
Board Agent
National Labor Relations Board

Exhibit E

Queens Medical Imaging/NYU
Case 29-CA-178852

Confidential Witness Affidavit

I, Sandra Kucuk, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 72-19 72nd Place, Glendale, NY 11385

My home telephone number (including area code) is n/a

My cell phone number (including area code) is 917-842-7184

My e-mail address is mmilad5702@yahoo.com

I was employed by Meridian Imaging Group LLC,

located at 69-15 Austin Street, Forest Hills, NY 11375.

1. I started working at Meridian Imaging Group LLC ("Employer") on or about February 14, 2008. I interviewed with Chief Technologist Nicole Camp^apensano and MRI Technologist Kirk Williams. Camp^apensano hired me. I first worked as Mammography, X-ray and Bone Density Technologist, until I took maternity leave for a period of about three months, beginning on or about February 8, 2009. During that period, my duties were to perform radiologic and diagnostic imaging on patients. My supervisor was Camp^apensano; I contacted her when I had to call out sick. When I returned from maternity leave, I began training as an MRI Technologist. From that point forward, I performed the same duties as I did before, and in addition, I performed MRIs. Camp^apensano was still my supervisor. I continued working as

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

an MRI Technologist until February 2016, when I had surgery (described below). My work schedule was five days per week, for a total of about 35.5 hours: Monday, 7:00 AM to 3:00³⁰ PM, and Tuesday through Friday, 7:30 AM to 3:30 PM. I regularly worked over 35.5 hours, but less than 40 hours per week. On rare occasions, if the office was short staffed, I worked over 40 hours per week and was paid time and a half. My regular rate of pay was \$37 per hour.

2. When I went on maternity leave in 2009, I worked with Human Resources Representative Marilyn McCarthy to arrange the details. McCarthy works in the Employer's main office in Garden City. I spoke to McCarthy over the phone, and e-mailed and faxed paperwork to her at her request. McCarthy told me that, based on how long I had worked for the Employer at the time, I qualified for 3 months' maternity leave. I took three months' maternity leave and then returned to work.
3. The Employer disciplined me one time. In or about 2013, I scanned a patient with a pacemaker and was suspended for three days without pay. At that time, I met with Chief Technologist Nicole Campensano, Technical Adviser Jason Durso, Administrator Kathy Maybaum. In addition, someone participated in the meeting by phone. I can't presently recall that person's name, but I believe it was a patient care representative from NYU (the Employer is affiliated with NYU).
4. On or about February 12, 2016, I had surgery and had to take medical leave from work. The Employer terminated me before I returned to work (described below). I
5. In or around February or March 2016, while I was on leave from work, a coworker named [REDACTED] and I initiated the campaign to become represented by 1199SEIU ("Union"). [REDACTED] and I both called a general phone number for the Union,

which we found on the internet. We both left messages, and then someone from the Union called [REDACTED] back. At that point, [REDACTED] arranged a meeting with the Union. The meeting took place approximately two weeks after my surgery at a Starbucks in Atlas Mall in Queens, which I attended. In addition to me and [REDACTED], [REDACTED] [REDACTED], [REDACTED], and [REDACTED]

attended the meeting, as well as two Organizers who work for the Union. The Union Organizers explained that we should find out if our coworkers were interested in the Union, and if so, we could work towards voting on the Union at an election. In addition, we discussed issues that employees have with the Employer, including that the Employer keeps asking employees to do more work without any pay raise, and that the Employer does not pay employees overtime when employees work beyond their scheduled shift.

6. After the initial meeting, some employees (including [REDACTED] and Carmine Randazzo) asked employees to sign cards in support of the Union so we could have an election. I never returned to work after my surgery, so I did not participate in collecting cards. I signed a card at a Union meeting at [REDACTED] house.
7. Since the initial Union meeting at Starbucks in or around February or March 2016, there have been approximately ten Union meetings. All the meetings were all held at [REDACTED] house on Sundays. I attended all of the meetings. Attendance varied from about 10 people to about 40 people. (In total, I think about 50-55 people work for the Employer at the Forest Hills facility). We held meetings both before and after the election, which occurred on or about May 6, 2016. Even though I was out on medical leave at the time, I went to the Employer's facility on the day of the election to vote.

8. At one of the Union meetings at [REDACTED] house, at some point before the election, we voted to elect a negotiating committee. Four people were elected to be on the committee: me, Carmine Randazzo (Maintenance), Anthony Randazzo (Maintenance), and Edwin Martinez (Front Desk). I believe that the Employer is aware of who is on the negotiating committee because Union Organizer Beriza sent an e-mail to Owner Alan Winakor informing him of the committee.

9. In addition to being on the negotiating committee, I am a member of a Facebook group called, "1199 at QMI." It is a private group for rank-and-file employees at the Forest Hills facility and Union representatives. No one from management can directly access the group because no one from management is a member of the group. I joined the facebook group at some point after the initial Union meeting at Starbucks, but before the election on or about May 6, 2016. [REDACTED] created the group. The purpose of the group is primarily to distribute information to employees in case someone was unable to attend a Union meeting. I have posted in the group about four of five times. I have posted about: the initial bargaining session (in July 2016, described below); how the ballots work (in connection with the Union election and the distinction between professional and nonprofessional employees); and I wrote a post encouraging employees to decline extra shifts *(about a discussion at a Union meeting regarding, SK)* unless the Employer agrees to pay overtime. *and how to contact Union representatives (i.e. Beriza, Hassan, Gerard) regarding grievances, etc. SK* I am not aware of any supervisor viewing the Facebook group or my comments.

10. On or about February 12, 2016, I had surgery and had to take medical leave from work. In the weeks leading up to my surgery, beginning in January 2016, I communicated with Human Resources Representative Marilyn McCarthy about taking medical leave. McCarthy and I arranged for medical leave beginning on February 12, 2016, with my return to work

initially scheduled for May 6, 2016. In or about April 2016, I learned from my doctor that I would not be ready to return to work as scheduled, so I informed McCarthy by e-mail.

McCarthy told me to fill out a form for a Personal Leave of Absence from May 6, 2016 to June 16, 2016. I did so, and the personal leave was approved.

11. On or about May 26, 2016, I e-mailed McCarthy and told her that I had visited my doctor and he wrote a letter stating that I could return to work on June 17, 2016 on a part-time basis with restrictions (e.g. no bending, lifting more than 5 pounds, or twisting). I provided the letter to McCarthy. About the next day, McCarthy replied to me; she asked how long I needed to work part-time. On or about May 31, 2016, I replied to McCarthy by e-mail; in that e-mail, I included an updated letter from my doctor stating that I needed to work part-time for a period of two months.

12. On or about June 1, 2016, HR Representative Cheryl Kurman e-mailed me a letter, which stated that if I could not return to work full-time without restrictions by June 17, 2016, then I would be terminated. In the following weeks, Cheryl and I exchanged multiple e-mails, in which I tried to figure out what I needed to do in order to go back to work. During this time, I obtained another doctor's note, which said that I could return to work beginning on June 17, 2016, with no restrictions, on a part-time basis for a period of two weeks. I provided this letter to Cheryl.

13. On or about June 16, 2016, I was prepared to return to work the next day. On the afternoon of June 16, I received an e-mail from Owner Alan Winakor, which stated that he would not allow me to return to work until after my next doctor's appointment. I replied to Winakor by e-mail, and said that I had been looking forward to returning to work and "had my scrubs

ready to go,” but understood his decision. I told Winakor that my next doctor’s appointment was scheduled for July 12.

14. I next saw my doctor on or about July 7, 2016 (I had previously had an appointment scheduled for July 12, but I was able to change it to an earlier date when Winakor asked me to do so). On or about July 7, I e-mailed Cheryl Kurman and told her that I had gotten permission (and a letter) from my doctor to return to work on July 20, 2016. I sent the doctor’s letter to Cheryl, but it was not attached, so I re-sent it the following day, on or about July 8.

full-time with no restrictions

15. On or about July 12, 2016, Cheryl Kurman sent me an e-mail stating that I was terminated as of that day. After receiving this e-mail, I exchanged further e-mails with Cheryl on July 13 and 14, in which I tried to understand why I had been fired.

16. Other than me, I am not aware of the Employer terminating any other employee because he or she needed to extend a medical leave.

17. On or about July 19, 2016, I attended the Union’s first bargaining session with the Employer. The meeting took place at the LaGuardia Marriot hotel. All four employees on the negotiating committee attended, as well as a number of Union representatives and lawyers. For the Employer, the people present were: a lawyer, Yesenia (LNU; I am not sure what her title is), Cheryl (Human Resources), Maribel (LNU; Technical Adviser) and Dawn (LNU; Forest Hills Administrator) were present. At the beginning of the meeting, the Union’s lawyer said that we want to discuss my termination and Anthony’s termination. The Employer’s lawyer said that the issue is not up for discussion.

Sd

18. I am aware of a "town hall" meeting that Winakor held at the Employer's Forest Hills facility in or around mid-June 2016. I did not attend the town hall meeting.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

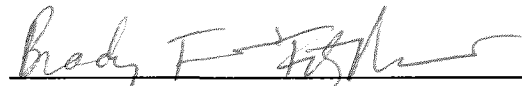
I have read this Confidential Witness Affidavit consisting of 7 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: July 21, 2016

Signature:


Sandra Kucuk

Signed and sworn to before me on July 21, 2016 at Brooklyn, NY.



Brady J. Francisco-FitzMaurice

Board Agent

National Labor Relations Board

Exhibit F

Queens Medical Imaging/NYU
Case 29-CA-178852

Confidential Witness Affidavit

I, Beriza Luciano, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

My office telephone number (including area code) is n/a

My cell phone number (including area code) is 347-880-6634

My e-mail address is beriza.luciano@1199.org

I am employed by 1199SEIU United Healthcare Workers East,
located at 310 W. 43rd Street, New York, NY 10036.

1. I am an Organizer in the New Organizing department of 1199SEIU United Healthcare Workers East ("Union"). I began working as an Organizer for the Union in or around October 2015. I report to Coordinator Hassan Bilal. My duties are to organize new workers who are not currently members. I have been involved with the organizing campaign at Meridian Imaging Group, located at 69-15 Austin Street, Forest Hills, NY ("Employer"), since it began in or around the beginning of March 2016.
2. The Employer's workers have held multiple meetings (approximately six) on Sundays to discuss the Union at a worker's house (except the first meeting, which was held at a Starbuck's). I have attended all the meetings. The meetings were held on or about March 6, March 20, April 3, May 1, June 12, and July 10 (all in 2016).

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

3. At one of the Union meetings, on or about May 1, 2016, the workers elected a negotiating committee to act as temporary shop stewards and to bargain with the Employer. (Once a collective bargaining agreement is in place, the workers will elect a delegate.) The workers who were present nominated individuals, and then there was a show of hands to elect those individuals to the committee. The following workers were elected to the negotiating committee: Anthony Randazzo, Carmine Randazzo, Sandra Kucuk, and Edwin Martinez. In addition, I later informed the Employer that Maria Lizardo is on the negotiating committee
- [REDACTED]

4. Before the Employer terminated Anthony Randazzo, on or about June 20, 2016, approximately fifteen to twenty people attended the Union meetings. Since Randazzo's termination, fewer workers attend the meetings. For example, at the most recent Union meeting, on or about July 10, 2016, approximately eleven workers attended. Edwin Martinez, who was previously elected to the negotiating committee, didn't show up. He never explained to me why he didn't show up. Other workers told me that Edwin was afraid to attend because he was afraid that the Employer might retaliate against him.
5. About two weeks before May 23, 2016, I had a phone conversation with the Employer's CEO Alan Winakor. No one else was a part of the conversation. I had called him previously, and he returned my call. The conversation began by me explaining that I was temporarily assigned to this group of workers, and the Union would assign a permanent organizer at some later point in time. I said, in the interim, the negotiating committee of employees can be the point of contact, and I can also be available as needed. I specifically stated that Carmine Randazzo, Sandra Kucuk, Maria Lizardo, Edwin Martinez and Anthony Randazzo are on the negotiating committee. I said that these workers could act as Union

stewards and handle issues that come up in the workplace. I explained to Winakor that under the law, there should be no changes to the working conditions until the Employer and the Union could come to an agreement. I explained to him that a worker was having an issue where she was not allowed to work at the Garden City office (I was referring to [REDACTED] but I didn't name her at that time) as she had previously done. Winakor responded, I don't want these workers to go over and infect the other offices. I said, if the other offices want to organize, I don't need workers to go back and forth, I will organize them, one thing has nothing do to with the other. I also explained that some workers who had previously not worked on Saturdays were now being asked to work on Saturdays (I was referring to [REDACTED] but I didn't name her at that time). I said, any changes need to be discussed in negotiations. I told Winakor that the Union wanted to work with him on these issues and have a good working relationship. Winakor stated that he hadn't dealt with a Union before, and it was new to him, but he was willing to talk with me. That was basically the entire conversation.

6. On or about May 23, 2016, I sent an e-mail to Winakor to follow up on our conversation. I contacted Winakor to address the unilateral changes that the Employer had taken regarding the schedules and hours of workers, which we had previously discussed by phone. I wrote that the Union's position was that these changes were unilateral changes in violation of the law.
7. On or about May 26, 2016, I wrote to Winakor again by e-mail. In this e-mail, I wrote that the negotiating committee was "more than willing to sit down and resolve" the issues regarding workers' schedules. I again informed Winakor that the committee consisted of

workers Carmine Randazzo, Sandra Kucuk, Maria Lizardo, Edwin Martinez and Anthony Randazzo.

8. Since the Employer terminated Anthony Randazzo, the workers have been scared. Workers have stated to me directly that they are scared (described below). In addition, a lot of workers have told me what their coworkers are saying. Workers have told me that coworkers are saying things like, maybe we should just leave the Union alone, what have we gotten ourselves into. Overall fewer workers have been contacting me, for example, by calling me on the phone. They are worried that they will be next person to be fired.
9. For example, on or about July 16, 2016, I had a conversation with Edwin Martinez by phone. He and I spoke alone. I called him because he had said that he would meet with a Board agent (regarding the charge filed by the Union), but then didn't show up to the appointment. I asked Martinez, what happened? He said that his aunt was sick and he had to visit that person. I said that I was sorry to hear that. He said it's okay, she's not that sick. I also explained to Martinez his rights, that he has some protection because he's on the negotiating committee, but sometimes people on the committee can be a target as well. Martinez said, Alan is going to do what he's going to do, he proved that by firing Anthony. I said, we can't guarantee you anything, but you coming forward is going to help the situation. At one point, Martinez stated, I don't know if the Union was a good idea, I'm not even sure if I want to be on the negotiating committee anymore. I did my best to ease his fears, but I get the sense that he is still very afraid of getting fired like Anthony. That was basically the entire conversation.

10. On or about July 14, 2016, a worker named Ivis Cassius-Linval stated to me that she did not want to speak to the labor Board because she was scared of getting fired. Eventually, she agreed to speak to the Board.
11. On or about July 22, I spoke to Maria Lizardo on the phone. She said, I don't think this [meaning the Union] was a good idea. [REDACTED]
[REDACTED] now she is very afraid of retaliation.
12. At some point prior to Anthony Randazzo's termination, the workers and I began communicating via a group chat on WhatsApp. The group chat is a big text message thread, and there are approximately 47 workers are on it. I am able to read all the chats. Multiple people stated on the chat that they were afraid they would be fired. One worker is named [REDACTED]. [REDACTED] stated, "Was this all a bad idea?" Around this time I had also asked workers to speak to the Board Agent about the labor board charge the Union had filed. [REDACTED] stated that workers were unwilling to testify because "we may become the new target to get fired." [REDACTED] wrote, "we're down for the union, but when it comes to our job it's a little concern." I responded that since workers had voted for a union, they won the right to not be terminated unilaterally. [REDACTED] responded, "But Anthony voted yes and. Look what still happened." [REDACTED] also wrote, "Being that allen [meaning Alan Winakor] had the power to do what he did to Anthony, I'm pretty sure some of us know and see what's going on recently, and we just do not want to be picked on by management (with write ups and making us uncomfortable at work). Loosing my job is not an option." [REDACTED] wrote, "I'm not scared to testify, what I'm afraid of is not being able to pay my bills, buy groceries, pay rent, etc." I called [REDACTED] around this time she sent these messages to reassure her. She was very scared of being terminated.

13. [REDACTED] also wrote that people were "afraid of what is going to happen for being a witness" and that "people is concerned because it seems that the union has been moving slowly in facing our issues. Write ups, people fired, or loosing their hours. It is understandable that some of us feel afraid please put yourself in our shoes."
14. There was also a lot of conversation on the group chat about workers being asked to stay late past the end of their shifts. Some workers, including Sandra Kucuk and Carmine Randazzo, were advocating that workers should not agree to stay later than their shifts because then during negotiations, management could say that it wasn't a problem. Other workers stated that they needed the money and would stay later if they were asked. Sandra Kucuk wrote that refusing to stay late would "hit [management] where it hurts most." A worker named [REDACTED] responded, "There has to be a better game plan, if we hit them where it hurts which is money then we won't even have a job."

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

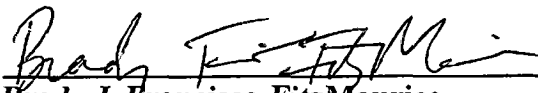
I have read this Confidential Witness Affidavit consisting of 6 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: July 25, 2016

Signature: 

Beriza Luciano

Signed and sworn to before me on July 25, 2016 at Brooklyn, NY.



Brady J. Francisco-FitzMaurice
Board Agent
National Labor Relations Board

Exhibit G

Queens Medical Imaging/NYU/Meridian
Imaging Group, LLC
Case 29-CA-178852, 29-CA-180440

Confidential Witness Affidavit

I, Carmine Randazzo, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 150-14 Village Road, Apt. 93GD, Jamaica, NY 11432.

My home telephone number (including area code) is 718-969-5409

My cell phone number (including area code) is 917-796-4493.

My e-mail address is ctroy714@aol.com

I am employed by Queens Medical Imaging, also known as Meridian Imaging Group, located at 69-15 Austin St, Forest Hills, NY 11375.

1. I am employed by Queens Medical Imaging, also known as Meridian Imaging Group ("the Employer"). I was hired to work in the Maintenance Department (Alan Winakor refers to my job title as Janitor) in or about May 2011. Office Administrator Kathy Maybaum hired me. Maybaum is still employed by the Employer, but she now works at a different facility. Dawn Shea has replaced Maybaum as the Office Administrator. My direct supervisors are Dawn Shea and Manager Nana Abreauro. They both give me work to do. Shea and Abreauro both started working at the facility within the past two months; Maybaum was my direct supervisor when she worked at the facility. Alan Winakor is the Employer's CEO. My duties are to maintain the cleanliness of the office. My schedule is flexible, but generally 3:30 PM to close (usually about 8:00 PM to 9:00 PM) on Monday, Wednesday, Friday, and

CR

- about 11:00 AM to close on Tuesday, and about two to four hours on either Saturday or Sunday. On average, I work about thirty hours per week in total. I get paid \$15 per hour.
2. My brother, Anthony Randazzo, and I work together in the Maintenance department. We were hired at the same time. He tends to work in the morning, and I tend to work in the afternoon, so generally we are not in the facility at the same time.
 3. About three weeks before the election (which occurred on May 6, 2016), I first heard that employees were interested in being represented by a union. I was near the copy machine in the scheduling department in the back office. [REDACTED] and [REDACTED] and I were speaking to each other. [REDACTED] said, we're looking to form a union, most people are on board with 1199 SEIU ("the Union"). [REDACTED] asked me to help to make sure everybody is on board. I said I would talk to people in the office to see if they were on board. That was basically the entire conversation. Over the next about two weeks, I spoke to almost everyone in the office (at least 30 people; there were some newcomers that I did not speak to) about the Union. The majority of people were on board, except a few people who said they were thinking about it.
 4. During the week of the election, Winakor brought in a man named Juan to speak to workers about the pros and cons of a union. Juan was at the facility for three days during the week of the election, and spoke to employees in small groups. After some of the workers (including Front Desk, Scheduling, Medical Records, and Technologist employees) spoke to Juan, they came to me and said that it sounds like the Union isn't what it is cut out to be. I explained to these workers that Winakor hired Juan to persuade workers to vote against the Union.
 5. Just before the election, Winakor held a final round of meetings with small groups of employees in the new room in the back of the office across from the MRI waiting room. I

attended one of these meetings with Winakor and a few other employees. During the meeting, Winakor explained all the reasons why the Union is a bad idea, for example, that negotiating a contract will take a long time. Just before that meeting, as Winakor and I were on our way to the meeting room, when we were near the restroom in the hallway next to the water cooler, Winakor and I spoke to each other. There might have been some other people in the area, but I can't recall exactly who. Winakor said to me, Carmine I think your brother hates me. I said, that's a very strong word to use, I don't think my brother hates you, I think it's a misunderstanding. Winakor said, how about we discuss it after the meeting. I said, absolutely. I understood that Winakor was referring to two incidents between Anthony and Winakor, in which Winakor pointed out dust on a tiny ledge in the facility. Anthony had been unhappy with Winakor nitpicking him about the dust because Winakor did not spend much time in the facility before the Union campaign began, and had never paid any attention to Anthony's work before.

6. Right after the meeting, Winakor and I walked into the back office. We spoke alone. He said, so what's going on? I said, with everything going on, I understand that you're probably feeling annoyed and stressed out, you have to remember that you haven't been here that much and this is the first time your questioning the way the office looks. I didn't mention the Union specifically, but that's what I was referring to when I said "with everything going on." I said, the office is under construction and any time Kathy or anyone has asked me or Anthony do something, it has been done. I said, Anthony is one of the oldest guys here. Winakor laughed and said, I think I've got him there. I said, he's 54. Winakor said, I'm 57. I said, the way you spoke to him, you kind of demoralized him, maybe there is a different way you can speak to him. Winakor said, yeah there is a lot going on, I understand there is a

- lot going on and you two lost it (meaning allowed the facility to get dirtier than usual) because of the construction. I said, after the construction is done we'll make sure the office is always presentable. Then, Winakor got a phone call from his father. After that, we discussed our parents briefly. At some point, I said, listen I'll talk to Anthony, I don't think we'll have any issues going forward. Winakor said, okay. That was the entire conversation.
7. The election took place on or about May 6, 2016. I was the observer for the Union. The Union won.
8. I attended approximately five Union meetings. All the meetings were held at the house of a coworker named [REDACTED]. At least one meeting happened before the election on May 6, 2016, and the rest were after the election. At the meeting before the election, approximately 20-25 employees were present, as well as 1199 representative Bariza. We discussed what it meant to join the Union, what to expect from the Union in the future, and what to expect at the election. In the later meetings, fewer employees attended. At the most recent meeting, only about 12 employees attended.
9. At one of the Union meetings, the workers voted on a negotiating committee. The workers chose myself, Anthony, Edwin and Sandra to be on the committee. The Union informed the Employer that the four of us were on the negotiating committee. Anthony and Sandra have now been terminated.
10. In or about the middle of June 2016, I had a conversation with supervisors Dawn Shea and Nana, in which I informed them that the four employees on the negotiating committee represent the bargaining unit. The week before that conversation, Anthony told me that Dawn Shea asked him to clean the windows, and Anthony told her that we usually don't clean windows, but okay. That Saturday, I cleaned the windows. On Monday, no one said

anything to me or to Anthony about the windows. On Tuesday, I went to Nana and said, I'd like to speak to you and Dawn about a couple things. Dawn later came to me and said, I understand you want to speak to me, do you want to talk now? I said, yes. Then, Dawn, Nana and I spoke in Dawn's office. Dawn said, what do you need to speak to us about? I said, obviously ever since we became Union, there have been some petty issues that need to be addressed. I said, for starters, you approached Anthony asking him about windows that were dirty. I cleaned the windows on Saturday, it is now Tuesday, and no one has said anything to either one of us. I said, that being said, my point is everybody here is able to see stuff that is not that important, but when it's corrected, no one makes note of it. Dawn said, yes I was here, I guess I didn't realize it. I said, listen, we don't have a problem doing anything here, but obviously with the Union here it seems that you guys are starting to nitpick at stuff, and it's kind of ridiculous. I said, we have one of our girls in the back who came up to me and stated that they were unhappy about the way you approached her. Dawn said, Michelle, the girl who was on the phone? I said, yes, but I'm not here to discuss the phone issue, that's separate. Nana interrupted and said, are you here looking to speak for her (meaning Michelle)? I said, yes I am, I'm one of the 1199 representatives. Nana said, there is no contract, we were not told by anybody that you are a representative. I said, from my understanding, it was told to Alan (Winakor) that me, Anthony, Sandra and Edwin are representing the office. Nana said, we were not told that, by HIPAA law you can't speak for somebody else and we won't discuss anyone's gripes until we're told otherwise. I said, so you're telling me that you guys are not recognizing 1199? Nana and Dawn both said, that's correct. I said, okay, I'll have the Union's board members (meaning the negotiating committee) notify Alan and let him know that. I said, I understand there is no contract, but

there should be a working relation between us before the contract is set. Nana said, until we get further notice from Alan, we're not recognizing you. That was the end of the conversation.

11. On or about June 17, 2016, at about noon, I attended a "town hall" meeting in the old medical records office. There was another meeting held at 1:00 PM that I did not attend. CEO Alan Winakor led the meeting. He wasn't holding any notes, but he did have a bunch of pieces of paper from the "suggestion box" that is kept at the front time clock. Winakor spoke for a long time about the merger between Queens Medical Imaging with a radiology office called NRAD and NYU. Eventually, Winakor said, now this brings us to 1199. He said something like, I don't know what 1199 promised you, whatever they promised you it won't be paid by them, it'll be paid by me. He mentioned an 1199 bargaining unit at Mercy Hospital that still has no contract after five years. He said, negotiations between 1199 and Meridian could take a week, a month or years. He said, the Union doesn't want me to do a lot of things, for example, they wouldn't like if I fired somebody, but I can. He said, because 1199 is here, I cannot give you raises until there is a contract. He said, 1199 has a whole bunch of rules that they're claiming I have to abide by, I can't technically do anything until we have a contract. Eventually, Winakor asked if anyone had any questions. Sono Tech Allie asked, if there are supposed to be no changes, why was I moved from one facility to another? Winakor said, the Union does not want you to work at any other facility. Allie basically repeated her question. Winakor said, I don't want you over there because I don't want all my offices influenced by the Union. Allie said, so you're afraid that I'm going to talk to other people about the Union. Winakor said, yes. Winakor said, I've given raises to 90% of the other offices. One employee asked, are we the other 10% that didn't get the

raise? Winakor said, I can't because of 1199. Another employee asked, are you going to hire more staff in the scheduling department? Winakor said, if we need more staff then we'll hire more staff. The employee said, we're short, the phones went down the other day and we didn't have enough people to handle the workload. Dawn said, we are hiring another person, that person is going to be at the Metropolitan office (in Garden City, Long Island). The employee said, we need them here, not there because if the phones go down then that person is useless to us.

12. At some point, Winakor said, if a patient comes to the office at 7:59, we have a moral obligation to take that person because that person is sick and we are in the business to help people. He spoke about this at length. Eventually, I said, Alan, people like to go home. Winakor said, well you don't have a license to make that determination. I said, if the office closes at 8:00, why are we taking people at this time, because everybody's staying a half hour to an hour later. Winakor said, well if the janitorial personnel needs to leave, then they can leave, and I will get a janitorial service in here to finish what they need to do. I said, again it's not about the janitorial people not wanting to stay, it's everybody here. Winakor said, again you don't have a license. I said, this license stuff is nonsense, I've stayed plenty of times, everybody here doesn't mind helping out, you're missing the point, this is something that needs to be discussed with 1199. Winakor said, does anyone other than the janitorial staff have a problem with the way I'm running my office? At that point, Anthony said, Alan, enough with the janitorial business, that's not what this meeting is about, if you wanted to discuss these issues, you seem to have time to have this meeting, make appropriate time with 1199 so we can have this discussion. Winakor said, what is your position in here? Anthony said, Maintenance. Winakor said something emphasizing that Anthony is a janitor. Anthony

said, this is the second time you're trying to put me down, I'm more professional than you'll ever be, I'm not going to take it anymore, stop the bullshit. Then, Nana said to Anthony, calm down. Anthony walked out of the meeting and said, enough of this bullshit. Winakor said, well I wasn't expecting this. After a couple minutes, Anthony came back in and said, I have a right to be here. Winakor said, yeah you're real professional telling me to go fuck myself. Anthony said, I never told you to go fuck yourself, I never said those words. I said, relax, relax. Anthony stayed in the room but didn't say anything more. Winakor continued with the meeting for about another five or six minutes.

13. Since the Union election, multiple employees have been disciplined, and my brother Anthony was terminated. Multiple employees told me that they felt that they were being harassed because they voted in the Union, and now feel that neither the Union nor the government can protect them. In particular, many people feel that Anthony was fired for no good reason and that the Union can't protect him. Especially since Anthony's termination, employees are afraid that the Employer is trying to fire them because they voted in the Union. Another example of workers feeling harassed is [REDACTED]. Before the Union election, [REDACTED] working 2 days per week in the Forest Hills facility and 2 days per week in the Garden City facility. After the Union was voted in, the Employer will not allow her to work in Garden City at all. [REDACTED] told me that the Employer told her that she might have to work on Saturday in order to keep working 4 days per week. Another example is a [REDACTED] named [REDACTED]. She was written up for an error that she supposedly made. She told me that she felt she didn't violate the scheduling procedure, and that the Employer is only picking on her because the workers voted in the Union. Another example is [REDACTED]. [REDACTED] told me that she was written up twice

July 27, 2016

after the Union election, for doing a procedure that she had been asked to do even though she hadn't been trained properly to do it. Another example is [REDACTED]. Radiology Supervisor Howard gave [REDACTED] a verbal warning about a mistake that [REDACTED] supposedly made using a machine that she was asked to use even though she was not familiar with it. All these employees told me that they feel the Employer has been nitpicking them, and fear termination, because the workers voted in the Union.

14. Because the workers feel harassed by the Employer, they are afraid that the Employer will retaliate against them if they express support for the Union or speak to agents of the NLRB. I asked a number of employees to speak to the NLRB about this charge. About six people said that they didn't want to do so because they were afraid of retaliation: [REDACTED]
- [REDACTED]
- [REDACTED]

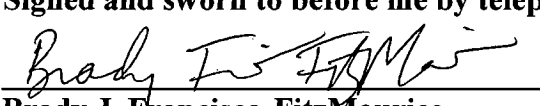
I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 9 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 8/2/16Signature: 

Carmine Randazzo

Signed and sworn to before me by telephone on 8/2/16


 Brady J. Francisco-FitzMaurice
 Board Agent
 National Labor Relations Board

Case 29-CA-178852

July 27, 2016

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Exhibit H

Queens Medical Imaging/NYU/Meridian
Imaging Group, LLC
Case 29-CA-178852, 29-CA-180440

Confidential Witness Affidavit

I, Berkis Bordon, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 87-03 80th Street, Woodhaven, NY 11421.

My home telephone number (including area code) is n/a

My cell phone number (including area code) is 347-479-0608.

My e-mail address is bekyborden71@yahoo.com

I am employed by Queens Medical Imaging, also known as Meridian Imaging Group located at 69-15 Austin St, Forest Hills, NY 11375.

1. I am employed by Queens Medical Imaging, also known as Meridian Imaging Group ("the Employer"). I was most recently hired on or about July 29, 2015. Office Administrator Kathy Maybaum hired me. (I also worked for the Employer previously, for a period of about three years, about seven years ago.) I am a Scheduler. My duties are to schedule appointments for patients in the Forest Hills facility and the Garden City facility (224 7th Street, Garden City, NY). I only work in the Forest Hills facility. My supervisor is named *Kalendarev BB* Stella (last name unknown). Stella supervises scheduling and medical records employees. If I have to call in sick, I have to contact any supervisor early in the morning, Morning

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website, www.nlrb.gov. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

Eileen Collado BB Caldwell BB
Supervisor ~~Aliya~~ or Evening Supervisor Lajoy, or Office Administrator Dawn (Dawn *Shea BB*) replaced Kathy Maybaum).

2. On or about June ~~17~~^{*BB*}, 2016, I attended a "town meeting" at the Forest Hills facility for the entire office. I received an e-mail from a member of the administrative staff (I don't recall specifically who sent the e-mail) stating that there would be two meetings, one from noon to 1:00 PM and another from 1:00 PM to 2:00 PM, and that all employees would attend one of the meetings. I was assigned to attend the earlier meeting, from 12:00 to 1:00 PM, with the rest of the morning staff (the evening staff attended the later meeting). There were approximately 22 employees at the meeting. The meeting took place in the old medical records department, which was being cleared out so that a new cafeteria could be built in that space. Lunch was provided so that we could attend the meeting during lunch. I made an audio recording of the meeting using my cell phone, which I have provided to the NLRB. The male voice in the recording that speaks more than anyone else is the voice of Alan Winakor. Alan Winakor is the Owner of the facility that I work in. He owns more than just one facility; I believe he also owns the Garden City facility and another medical imaging facility in Manhattan.
3. Anthony Randazzo (Janitor) attended the meeting described above. During the meeting, I observed Anthony Randazzo and Winakor speak to each other. Randazzo stood near the wall on my right side, and Winakor sat directly across from me. At one point, Winakor asked if anyone had questions. Randazzo asked a question about workers staying after their scheduled shift on Mondays. Technicians and Front Desk staff are asked to stay at work after their scheduled shift when a patient arrives near the end of the day. Winakor and Randazzo went back and forth about this issue. Eventually, Winakor asked if some

employee other than a Janitor had any questions. Even though Randazzo is a Janitor, he was speaking on behalf of other employees who are asked to stay after their shift. When Winakor asked for questions from certified professionals, and not from Janitors, Randazzo got upset and raised his voice. At that point, Randazzo said something like, Alan stop with the custodial department bullshit, you are being a wise guy. Winakor asked, what is your job description Anthony? Randazzo said, Custodial, but you say I'm not a professional. At one point, either before or after this exchange, Randazzo walked out of the meeting. Randazzo came back into the meeting after a few seconds.

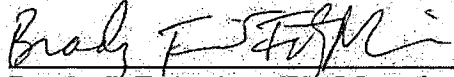
4. I am aware that the Employer terminated Randazzo after the above-described meeting, purportedly because Randazzo disrupted the meeting. The meeting took place on a Friday, and everyone in the office was talking about it the following Monday.
5. I am aware that the Union has held meetings on Sundays, but I have not attended any because I am busy on those days as a Sunday school teacher.
6. Employees commonly use foul language in the facility (but not in front of patients). Sometimes a supervisor will ask an employee to calm down if they hear an employee use foul language, but I don't know of any employee being disciplined, suspended or terminated for this reason.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 3 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 8.2.2016. Signature: Berkis Bordon
Berkis Bordon

Signed and sworn to before me by telephone on 8/2/16



Brady J. Francisco-FitzMaurice

Board Agent

National Labor Relations Board

Exhibit I

Queens Medical Imaging/NYU/Meridian
Imaging Group, LLC
Case 29-CA-178852, 29-CA-180440

Confidential Witness Affidavit

I, Ivisdenia Cassius-Linval, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

I reside at 175-39 Dalny Road, Apt. 6D, Jamaica, NY 11432.

My home telephone number (including area code) is n/a.

My cell phone number (including area code) is 917-575-3585.

My e-mail address is ivisdenia.cassius@gmail.com

I am employed by Queens Medical Imaging, also known as Meridian Imaging Group located at 69-15 Austin St, Forest Hills, NY 11375.

1. I am employed by Queens Medical Imaging, also known as Meridian Imaging Group ("the Employer"). I was hired on or about July 6, 2010. Office Administrator Kathy Maybaum hired me. From about September 11, 2015 through about December 14, 2015, I did not work due to maternity leave. I have always worked at the Front Desk. When I was hired, my direct supervisor was Inga Milleron (Front Desk Supervisor), until about November 2013. During that time, I was a regular Front Desk employee. As a Front Desk employee, my duties were to do general scheduling and checking in patients and completing paperwork. In November 2013, Milleron became regular Front Desk staff, and I became Front Desk Supervisor until I went on maternity leave. During that time I reported directly to Kathy Maybaum. As Front Desk Supervisor, my additional duties were to speak to patients when problems arose and to run statistical reports to show how many missed appointments happened and to show

whether staff were scanning patient's palm prints. The Front Desk Supervisor does not have authority to hire or fire employees. However, when I was Front Desk Supervisor, I asked employees questions during interviews and recommended that some employees be hired; my recommendations were adopted by Kathy Maybaum. I never recommended that anyone be fired. As Front Desk Supervisor, I did write up employees for not following protocol, paperwork errors, coming in late, etc. Those disciplines went in employees' files. When I returned from maternity leave on or about December 14, 2015, I went back to being a regular Front Desk employee. I also performed Breast Coordinator duties, meaning scheduling mammograms, and calling mammogram patients to schedule follow-up appointments, etc. At that time, Eileah Collado (AM Front Desk Supervisor) and Lajoy Cadwell (PM Front Desk Supervisor) were the Front Desk Supervisors.

2. The Front Desk Supervisor(s) generally set the schedules for Front Desk staff, but during 2016, when I had to ask that my work schedule be changed to accommodate my school schedule, I asked Office Administrator Kathy Maybaum and Director of Operations Yesenia Negrón because the Front Desk was in disarray.
3. On or about January 8, 2016, I became a part-time employee so that I could attend nursing school full-time. In the weeks leading up to that date, I e-mailed Office Administrator Kathy Maybaum to ask that my school schedule be accommodated. As a result, the Employer changed my work schedule to Thursdays and Fridays, from 8:30 AM to 4:30 PM.
4. I continued working the same schedule from about January 8, 2016 until about May 9, 2016. At that time, I needed to change my work schedule to accommodate my school schedule, because a new semester began and my school schedule changed. In the weeks leading up to May 9, 2016, I e-mailed Office Administrator Kathy Maybaum and Yesenia Negrón in order

to ask that my school schedule be accomodated. As a result, the Employer changed my work schedule to Tuesdays and Wednesdays from 4:00 PM to 8:00 PM and Thursdays from 12:00 noon to 8:00 PM.

5. I worked this schedule (Tuesdays and Wednesdays from 4:00 PM to 8:00 PM and Thursdays from 12:00 noon to 8:00 PM) From about May 9, 2016 until about June 7, 2016. On or about June 7, 2016, the new Office Administrator, Dawn Shea told me that my work schedule had to go back to whatever it was before the Union (meaning 1199 SEIU) was voted in (meaning Thursdays and Fridays from 8:30 AM to 4:30 PM). She and I spoke in Dawn's office. Dawn, Nana Abrakwo (Interim Office Administrator, who was sharing responsibility with Dawn at the time) and I were the only ones present. I said, I can't work on Thursdays because I have class from 9:00 to 12:00. Dawn said, oh well, I can't do anything about it. At that point, I left the office. That was the end of the conversation.
6. Since about June 7, 2016, I have only scheduled to work on Fridays, from 8:30 AM to 4:30 PM. I have worked these shifts, as well as some additional shifts when I am able to pick them up from other employees.

I am being provided a copy of this Confidential Witness Affidavit for my review. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of 3 pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: 8/4/16

Signature: Ivisdenia Cassius-Linval

Ivisdenia Cassius-Linval

Signed and sworn to before me by telephone on August 26, 2016

Brady J. Francisco-FitzMaurice
Brady J. Francisco-FitzMaurice, Board Agent, NLRB

Case 29-CA-178852

July 27, 2016

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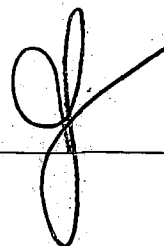
A handwritten signature, possibly reading "J. [unclear]", written over a horizontal line.

Exhibit J

Meridian Imaging Group
Cases 29-CA-178852, et al.

Confidential Witness Affidavit

I, Carmine Randazzo, being first duly sworn upon my oath, state as follows:

I have been given assurances by an agent of the National Labor Relations Board (NLRB) that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the NLRB and will not be disclosed unless it becomes necessary to produce this Confidential Witness Affidavit in connection with a formal proceeding.

My home address is: 150-14 Village Road, Apt. 93GD, Jamaica, NY 11432

My home telephone number (including area code) is (718) 969-5409

My cell phone number (including area code) is (917) 796-4493

My e-mail address is ctroy@714@aol.com

I am employed by Meridian Imaging Group / Queens Medical Imaging

located at 69-15 Austin Street, Forest Hills, NY

1 This statement supplements the affidavit I provided in this case on August 2, 2016. I
2 wish to provide additional information regarding the effect of the conduct of Meridian Imaging
3 Group (the "Employer") on my co-workers.

4 I have attended each of the three negotiations sessions between 1199SEIU ("Union") and
5 the Employer. The sessions have been held once per month since July 2016 – one in July, one in
6 August and one in September. All of the sessions were held at the LaGuardia Marriot hotel in
7 Queens, New York. At the first session, the Union was represented by Union officials Gerard
8 Cadet, Joyce, Hassan (last names uncertain) and Beriza Luciano, in addition to two Union

Privacy Act Statement

The NLRB is asking you for the information on this form on the authority of the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the NLRB in processing representation and/or unfair labor practice cases and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). Additional information about these uses is available at the NLRB website. Providing this information to the NLRB is voluntary. However, if you do not provide the information, the NLRB may refuse to continue processing an unfair labor practice or representation case, or may issue you a subpoena and seek enforcement of the subpoena in federal court.

Case 29-CA-178852, et al.

Confidential Witness Affidavit

1 attorneys, current Meridian employees Edwin Martinez and myself, and discharged employees
2 Anthony Randazzo and Sandra Kucuk. These four employees had been selected by our co-
3 workers as the employee representatives on the Union bargaining committee. In addition, the
4 Union had asked Maria Lizardo to be on the committee as well [REDACTED]
5 [REDACTED] Maria, however, never came to any
6 bargaining sessions. When I spoke with her she told me that she was afraid that the Employer
7 would oppose her involvement in the Union because the Employer had challenged her vote
8 during the May 6 election and questioned whether she was a supervisor. Maria told me that she
9 was unsure that she was even supposed to be involved in the Union at all and that she was afraid
10 that the Employer may fire her if she continued taking a lead role. Maria has not attended any of
11 the bargaining sessions.

12 Shortly after the first bargaining session, in about late July 2016, I was speaking with
13 Edwin Martinez about helping the Union with its case at the Labor Board to get Anthony and
14 Sandra reinstated to their jobs. Edwin had previously said he would speak to the Labor Board
15 about the case, but when the day to meet with the Board agent came, Edwin didn't come. I asked
16 him about it at work several days later, again in about late July 2016. When I asked him about
17 his failure to speak with the Labor Board, Edwin told me that he was very weary about getting
18 involved with the Union because of the actions the Employer had been taking against employees
19 who were vocal Union supporters. Edwin told me that he was concerned that Anthony and
20 Sandra had been fired for their Union support and that it didn't seem like they were going to be
21 getting their jobs back any time soon. Edwin said he could not risk losing his job like Anthony
22 and Sandra did. I asked him if he was still going to be on the Union bargaining committee and
23 whether he would come to the next negotiating session, and Edwin said he didn't know.

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1 Edwin did not attend the next bargaining session in August 2016. He also did not attend
2 the negotiation session after that in September 2016. Edwin also has not come to any Union
3 meetings since July 2016. In fact, whereas Edwin used to talk to me about issues in the
4 workplace and what we wanted the Union to do to improve things, he has since July quietly
5 disengaged and no longer speaks with me about anything relating to the Union.

6 I am now the only current employee on the Union bargaining team, now that Edwin and
7 Maria have backed out and Anthony and Sandra have been fired. I have spoken with other
8 current employees about coming to the negotiation sessions, and every other person I've asked
9 about it has said that they are either too busy or that they don't want to be singled out taking such
10 a leading role in the Union. The employees and the Union had originally selected our bargaining
11 committee so that it would have workers from different job classifications or departments in the
12 workplace. Now, without such broad participation in the bargaining process, it has been more
13 difficult for our bargaining committee to understand the needs and wishes of employees in
14 different departments and press those issues in bargaining.

15 Last Sunday, October 2, 2016, we had a Union meeting at the house of one of my co-
16 workers. We had planned this meeting for two week beforehand, and the Union, myself,
17 Anthony and Sandra had strongly encouraged employees to come via social media and by me
18 speaking with people about the meeting in the office. We tried to impress upon people how
19 important it was for people to come and discuss their issues in the workplace and how we would
20 address these issues in bargaining. When I spoke with co-workers about coming to the Union
21 meeting, many of them expressed reservations about going. Many of my co-workers told me
22 that they didn't believe the Union could do anything to stop CEO Alan Winakor from doing
23 whatever he wants to do. They complained to me that employees keep getting together with the

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1 Union to discuss a lot of ideas and improvements in the workplace, but then CEO Alan just
2 disregards the Union and does whatever he wants. Many people also said that they did not want
3 to take a chance by going to the Union meeting and then Alan finds out and starts targeting them
4 in the same way he went after Anthony and Sandra.

5 Very few employees came to the October 2 Union meeting. The only current employees
6 who attended were me, [REDACTED] and two other employees, including the person at whose house the
7 meeting was held. This was extremely low employee turnout in comparison to previous Union
8 meetings that we have had. During the initial organizing campaign, we had about 25 employees
9 present for the meetings. As the time went on, the attendance diminished somewhat, but the
10 October 2 meeting was by far the lowest turnout we've had at a Union meeting to date. The low
11 turnout was especially discouraging given how much we had tried to impress upon people how
12 important it was for as many people as possible to come.

13 Sandra came to the meeting,, and she expressed concerns about continuing to participate
14 with the Union in negotiations. She stated that she did not know why she was still engaged in
15 bargaining when she doesn't even have a job with the Employer, while other employees who are
16 still employed refuse to get involved in bargaining, or even come to the Union meetings. Sandra
17 said that she was not sure that her being involved in negotiations was helping her get her job
18 back, and it seemed to me that she was seriously considering backing out of the bargaining
19 committee too.

20 At the last bargaining session between the parties, the Employer offered to return Sandra
21 to work, but in a different position than the one that she used to have. The Employer offered
22 Sandra a supervisory position, which would be outside of the Unit represented by the Union.
23 Sandra rejected this offer because she wants to return to her former position and wants to work in

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1 a position in which she is represented by the Union. She expressed to the Union bargaining team
2 that she was afraid that the Employer would quickly fire her from the supervisory position it
3 offered her because she would not have any protection from the Union.

4 The morale in the office regarding the Union and the Employer's efforts to undermine the
5 Union and weaken employee support for the Union is now very low. I have spoken with several
6 co-workers about what's been happening in Anthony's case. I told co-workers that the Employer
7 is challenging Anthony's right to receive unemployment benefits. Many co-workers I spoke
8 with about that expressed concern and surprise that the Employer was challenging Anthony's
9 unemployment claim. Several people told me that they saw this as a sign that the Employer,
10 particularly CEO Alan Winakor, would "do whatever it takes" to keep Anthony out and get rid
11 of the Union.

12 Employees at the Forest Hills office are aware of the Employer's supposed basis for
13 discharging Anthony. I have told people that documents the Employer sent to Anthony and
14 those that they submitted in defense of Anthony's unemployment claim show that the Employer
15 alleges that it fired Anthony for insubordination and his violation of a workplace rule regarding
16 "disorderly conduct." Many employees were confused about this supposed rule because it does
17 not appear in the Meridian Employee Handbook that was given to employees, but rather the rule
18 only appears in a rulebook made by Trinet, a Human Resources company that works with the
19 Employer, which is available to employees online. My co-workers have expressed to me that
20 the Employer's invocation of this rule, which we were not previously aware of, in order to fire
21 Anthony for standing up for employees and the Union, reinforces that the Employer will do
22 whatever it can to rid the office of Union supporters.

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1 My co-workers are also much more reluctant to speak about the Union while we're in the
2 office than they were before Anthony and Sandra were fired. Before the terminations, people
3 would speak openly and freely about Union-related issues during breaks and in the lunch room.
4 Now whenever someone speaks to me in the office about anything regarding the Union, they
5 speak in whispers and act like what we are speaking about must be kept secret. In about late
6 August 2016, the Union sent its agent named Norvelin to our office to speak with employees
7 there. I helped Norvelin set up in the lunch room, and I was present at the office while she was
8 there for about 45 minutes to an hour during lunchtime. The Employer made sure that anyone
9 who wanted to speak with Norvelin had to sign out for their lunch break before doing so. In
10 addition, the Employer had two supervisors who do not usually work at our office walking back
11 and forth through the lunch room for almost the entire time that Norevlin was there. As a result,
12 only a couple of employees went in to speak with Norvelin in the lunch room.

13 Employees are also very discouraged by the Employer's apparent ability to control our
14 terms and conditions of employment without regard to the Union or bargaining. CEO Winakor
15 has told us that he is not allowed to change anything because of the presence of the Union, and
16 that is why he will no longer allow employees at the Forest Hills office to work shifts at the
17 Employer's other offices. However, the Employer has recently brought in to work at our office
18 employees who are based in other facilities. My co-workers complained to me that the
19 Employer's ability to do this shows them that he can do whatever he wants with the employees,
20 and the Union is powerless to stop him.

21 Many of my co-workers have also complained to me about the Employer's failure to give
22 raises to employees in Forest Hills. They have said thing to me complaining that the Employer
23 has granted raises to employees in other offices while our wages have been frozen since we

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1 voted in the Union. Many co-workers have expressed to me that they believe we may have been
 2 better off if we had never brought in the Union in the first place.

3 The unit represented by the Union is itself starting to splinter as a result of the
 4 Employer's conduct. Four Sonogram Technologists, who were once vocal supporters of the
 5 Union, have quit their jobs with the Employer and are working elsewhere. Each of them told me
 6 that they did not want to keep working for the Employer because they believed that the Employer
 7 has been cracking down on employees by nit-picking our work, and they feared that they could
 8 be fired for no valid reason, in the way that Anthony and Sandra were fired.

9 ///

10 ///

I have been given a copy of this Confidential Witness Affidavit. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

I have read this Confidential Witness Affidavit consisting of seven (7) pages, including this page, I fully understand it, and I state under penalty of perjury that it is true and correct. However, if after reviewing this affidavit again, I remember anything else that is important or I wish to make any changes, I will immediately notify the Board agent.

Date: October 10, 2016

Signature: _____


Carmine Randazzo

Signed and sworn to before me on October 10, 2016 at

Forest Hills, New York



Matthew A. Jackson

Field Attorney

National Labor Relations Board

Region 29

Exhibit K(1)

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LEVY RATNER, P.C.
06/17/16 - Noon Meeting Recording

1 [START 6_17_16_Noon_Meeting_Recording]

2 [background conversation]

3 ALAN So this will be either the 20th or the
4 21st - - meeting I have done, and basically, the
5 purpose of this is having been June 1st was the
6 one year anniversary of Meridian, I thought it
7 would be a good idea to give everybody kind of a
8 recap of the first year and remind everybody how
9 we got here and kind of answer some questions
10 and no shortage of questioning from people
11 regarding things to expect going forward, how
12 things are going to work There were lots of
13 questions regarding you know, the vote for 1199
14 here So this Town Hall meeting will be a
15 little different in that sense, but just thought
16 it important to kind of give everybody the same
17 general information and then get into some
18 specifics relative to here So June 1st was the
19 one year anniversary of Meridian and I think it
20 was a good first year relative to how difficult
21 a process it is Emerging companies I don't
22 think it could have gone any better, so I wanted
23 to thank everybody for everybody's hard work
24 relative to making the first year a success
25 [applause]

1 ALAN Did you ever go to a timeshare
2 presentation and somebody is stupid enough to
3 buy one - - ? I would have bought - - So one
4 of the things I thought it would have been
5 important to do is kind of understand how we got
6 here So Meridian came about through the merger
7 of Affiliated Imaging Group and what was NRAD
8 [phonetic] Management Service Organization,
9 which they call Blue Dot, and Affiliated came
10 about from the merger of Next Generation
11 Radiology and Metropolitan Imaging Group So
12 putting groups together is generally difficult
13 and probably that is a function of different
14 corporate cultures Now usually corporate
15 cultures for those of you following big stuff
16 like Cablevision is about to merge with a Dutch
17 company, and I forget what is the name of the
18 Dutch company, but the Dutch company is going to
19 be taking over Cablevision When we have
20 mergers especially across countries, corporate
21 cultures are significantly different In this
22 particular case for all intents and purposes,
23 the niche that everybody was in was pretty much
24 - - Hillcrest is probably - - less than five
25 miles away from this office In Nassau County,

1 765 Steward [phonetic] Avenue is within walking
2 distance of the corporate office, 224 7th Street
3 Hempstead is equally south in walking distance
4 Next Generation Radiology's office isn't that
5 far away from 410 Lakeville or 6 Ohio Drive So
6 we are all three distinct practices We are
7 pretty close to each other, but even in spite of
8 that operated for whatever reason differently
9 And that is a function of kind of how they grew
10 up The management styles of the different
11 groups David Katz ran Next Generation
12 Radiology the way he saw fit For all intents
13 and purposes, I ran Metropolitan's group with
14 Dr Berra [phonetic] and then maybe not so much
15 Dr Berra, which included here in - - and such
16 And then NRAD was managed by a board of
17 directors and kind of followed their lead
18 relative to that And each of the different
19 groups under their direction operated
20 differently and handled different items or
21 stress points differently

22 So for example, one of the big reasons
23 everybody is together and under the NYU
24 umbrella, which is an affiliate of NYU, is
25 because for all intents and purposes no matter

1 how busy we were, reimbursements have been
2 getting whacked for radiology, and for that
3 matter for the medicine at large basically
4 because the federal government has decided that
5 they want medicine to be more manageable They
6 want larger groups, which are easier to manage
7 than to have 500 different radiology groups, and
8 the way that they have decided that they are
9 going to get there is to reduce reimbursements,
10 and that is reimbursements and probably
11 radiology got hit hardest and felt it the most
12 because of all of the capital expenditure and IT
13 infrastructure and regulations and difficulties
14 in running a practice like this, but if I go
15 back to December of 2005, before the Deficit
16 Reduction Act of 2006, basically in December of
17 2005, the average reimbursement for an MRI exam-
18 -and this is an average, so it included
19 different body parts and contrast and not
20 contrast, average reimbursement for an MRI was
21 \$980 a case on average At the time we signed
22 the deal to merge Metropolitan Diagnostic
23 Imaging Group with NGR, a former affiliate, my
24 average reimbursement for an MRI was \$326 for an
25 MRI And I can tell you no matter how many MRIs

1 we did at \$326 an MRI, we were losing money
2 because think about all of the things that go
3 into it You have got to pay the radiology
4 company for the equipment You have got to pay
5 for the electric You have got to pay for the
6 MRI technologist You have got to pay for the
7 service contract You have got to pay for the
8 support system. So each group handled those
9 kinds of stresses differently, and it wasn't
10 just MRI There was equal reductions in all
11 other imaging CPT [phonetic] codes, probably
12 with the exception of mammo for whatever reason,
13 but if you look at what happened in like 2010,
14 those of you who are CT techs and know about CT,
15 it used to be the most popular CPT codes for CT
16 were abdomen and pelvis, and you do two CPT
17 codes for abdomen and pelvis One paid \$240
18 The other paid \$220 something dollars, and then
19 all of a sudden, CMS, which runs reimbursement
20 for Medicare, overnight decided that rather than
21 have two CPT codes, there is going to be one new
22 CPT code that represents - - both of those body
23 parts and that new CPT code reimbursed less than
24 each of the individual CPT codes So overnight,
25 if you got 240 and 220, overnight, you were

1 getting \$210 for just that one exam--a more
2 than 50 percent cut So if you have a 60
3 percent reduction of reimbursements for MRIs and
4 you have overnight reductions of more than 50
5 percent for CT and everything goes along, no
6 matter how busy you are, you just have a hard
7 time paying the bills

8 And each of the groups handled it
9 differently So NGR for example, did across the
10 board cuts for employees, so at one point
11 everybody got a five percent cut in salary, and
12 I don't know the year, but that is the way they
13 handled it, and some of the doctors--well, one
14 of the doctors decided not to draw a salary so
15 he deferred a significant amount of his
16 compensation NRAD decided to do a couple of
17 things They also did an across the board
18 salary reduction They closed offices They
19 closed pieces of equipment Everybody handled
20 theirs differently

21 FEMALE VOICE - -

22 ALAN They had layoffs In Metropolitan's
23 case, I kind of did more attrition We didn't
24 do any reductions We didn't do across the
25 board salary cuts, but we didn't staff up as

1 much as we should have, and those who were in
2 the executive area heard me keep saying, we need
3 to do more with less We need to do more with
4 less We need to do more with less until you
5 reach the point where there is no more to give
6 and it's just less NGR managed to do the deal
7 with NYU, and basically, it is an - - deal You
8 take the volume of patients that you are
9 currently doing and you now apply NYU rates to
10 them, and all of a sudden, there is more money
11 available, and that is what they did And that
12 model worked for them, and then when we merged
13 to form AFI, that model worked for us, so that
14 now all of a sudden because NYU has the
15 radiologists and has the IT infrastructure and
16 has the billing and collection and has the
17 marketing department and has the supplies, those
18 expenses are NYU and what they can pay us is
19 enough for us to pay the bills based on our
20 current - - We are not owned by NYU We have
21 a license and services agreement, which means
22 every CPT code that we perform, they pay us a -
23 - And with the fact that they are getting
24 that much more money, and it is significantly
25 more, but not as much as I would have hoped, we

1 still get enough money for every CPT code that
2 we can now pay the bills and in turn make
3 investments in new equipment and spruce up
4 because 1980s isn't really a good look any more
5 for medical offices

6 Any questions up to this point? You are
7 going to make me talk for an hour straight if no
8 one is going to ask questions

9 So we now form Meridian Things are going
10 like I said, really well relative to putting the
11 groups together, but there are challenges And
12 one of the biggest challenges is the fact that
13 the executive - - where a lot of effort was put
14 into trying to get NRAD or what used to be NRAD
15 into the system and what made that all the more
16 difficult was a couple of things NRAD lost
17 some of its executive people Its board no
18 longer existed as a board, and the fact that it
19 was twice as large as Affiliated, so if we did
20 500 cases a day on average let's say, NRAD does
21 1,000 cases a day, so they were twice as large
22 as Affiliated And the fact that they had six
23 offices with multiple suites and multiple
24 physicians and had to go live in two stages
25 because in Affiliated's case when we did the

1 deal, we signed the deal June 1st, and we went
2 live on October 24th, so we had almost five
3 months to plan In Meridian's case, the deal
4 with NRAD, we signed the deal May 28th and went
5 live June 1st, which was basically we signed the
6 deal just before Memorial Day weekend and then
7 we went live right afterwards So there was no
8 real preplanning It was like kind of shotgun
9 wedding We need to get this done and we need
10 to do it as soon as possible and we will worry
11 about everything else afterwards So a lot of
12 time and effort was put into trying to
13 assimilate NRAD and NRAD patients into Meridian
14 and worse, the NYU system because if you thought
15 that the three different groups practice
16 differently as we all well know, NYU practices
17 much differently than any of the three groups
18 And worse, its systems aren't the kindest and
19 easiest to use and policies and procedures--they
20 ain't so warm and fuzzy either because it is an
21 institution So all of that time and effort
22 wound up being can we answer the phones, can we
23 register patients, can we process exams, can we
24 get everything done? And to a certain extent,
25 and this is more my fault than anyone else's

1 because I am the CEO or was the president of
2 Affiliated spent a lot less time worrying about
3 what was going on at the AFI side because we
4 spent so much time worrying about what was going
5 on trying to process people - - And some of
6 the same things we experienced, they experienced
7 long wait times, not answering phones You
8 know, so a lot of stuff that makes it all the
9 more difficult to really move forward In spite
10 of that, it was a good year

11 Just like what happened to us NRAD lost some
12 volume, and it has lost volume for a couple of
13 reasons One is because of some of the changes
14 and the fact that when you keep people sitting
15 in the waiting room for long enough sooner or
16 later they get pissed off and decide not to come
17 back, but also because NRAD was kind of
18 complicated in the way that they were
19 configured They had a radiology portion of
20 their business They had a radiation therapy
21 portion of their business They had what they
22 call MSPs, multi-specialty physicians, and those
23 multi-specialty physicians who were a part of
24 their group sent cases in When the deal was
25 done, some of the multi-specialty physicians

1 went to the four corners of the Earth Some
2 joined - - Some joined Winthrop Some joined
3 Prohealth A couple joined NYU But the cases
4 that they were sending in didn't always
5 translate to the new deal But the first year
6 was good enough that we can afford to - - , make
7 investments in new equipment because we need to
8 for as much as you are attached to your 1998
9 GEMR--

10 [applause]

11 FEMALE VOICE - - almost a year

12 ALAN Anyhow, sooner or later no matter how
13 much you love a piece of equipment--

14 FEMALE VOICE - - five years ago

15 ALAN But that is exactly the point The
16 money wasn't there five years ago to get rid of
17 it even though it would have made sense to do
18 so, and it is unbelievable that it is still
19 running, and oh by the way--

20 FEMALE VOICE It's the only one that
21 actually does run

22 ALAN That is a different discussion But
23 be that as it may, in order to be competitive in
24 the environment, you kind of need to invest in
25 equipment, but if you don't have any money, you

1 can't invest in equipment So things we have
2 invested in in the first year so far equipment
3 wise, we put in a new 3DMR - - but that is a
4 different story In the group as a whole, there
5 are 44 ultrasound units We replaced 22 of
6 them And ultrasound from what I am told from
7 body imagers and women's imagers in order to be
8 able to properly diagnose whether you have
9 something or not, you really need to be able to
10 see the images, and if you thought our
11 ultrasound imaging machines were old, NRAD's
12 were even older So the first thing we put
13 money into and they rolled them out so it's
14 easier was replacing half of the ultrasound
15 units That was a 1 5 million dollar investment
16 in those 22 units There were a couple of x-ray
17 machines with CR units that were producing
18 really bad artifacts Those got replaced We
19 just put in a new CT We are planning on
20 putting in a new CT here - - month There are
21 plans for two more MRs and two more CTs So in
22 order to be competitive, we need to have imaging
23 equipment that reflects that this is 2016 and
24 probably the most important investment we made
25 is in the employees because when all is said I

1 done I think the end of the day nobody knows
2 what is really behind the scenes in the
3 equipment and nobody knows whether you have
4 shitty ultrasound equipment or not--also the
5 radiologist or anybody else or the couple of
6 doctors who can know and read studies, but
7 generally, you guys are the face of the company

8 So whenever we were doing the merger, so
9 when we merged NGR and AMI, we looked at the
10 benefit package of the two groups and said we
11 were coming together, what is in the best
12 interest to try and merge those together? And
13 every time I had an opportunity because
14 basically I was the one - - is I always made
15 sure that whoever had the better benefits would
16 move them over to the other group, so whether it
17 was more time off or reimbursements for - - ,
18 reimbursements for some of the licensure, or
19 whether it was for more time off--whatever the
20 issue is, we always tried to make sure that if
21 we were merging and getting better and
22 potentially more profitable that the employees
23 would benefit from that largess and the benefit
24 of the better benefits And probably the
25 biggest investment in that is when Affiliated

1 moved into Meridian and Trinet [phonetic],
2 which was NRAD's group, the change of benefits
3 from Magnacare [phonetic] and that was one of
4 the ways that I was trying to save money because
5 Magnacare wasn't the best insurance, and we were
6 self-funded, so I was taking a risk that if we
7 don't get that sick we will be able to save
8 money and moved into Trinet with Aetna and
9 better policies, so we have besides Aetna being
10 better, we have better life and disability We
11 have better life insurance We have better
12 dental We have better eye All things that I
13 tried to save money on from AFI because we
14 didn't have the money that change of the 170,
15 175 employees for AFI moving to what was the
16 NRAD platform cost the company an extra half
17 million dollars a year, and will continue to
18 cost the company an extra half a million dollars
19 a year moving forward

20 So one of the things that I tried to do
21 knowing who was important to the practice and
22 knowing who my stakeholders are because
23 basically Meridian is owned almost exclusively
24 by the physicians who put all of the practices
25 together and a couple of us who are non-

1 physicians, but only a couple of us I know
2 how well the physicians did, and I know what my
3 responsibility is to them for getting a return
4 on investment for their investment in our
5 practice, but I also know who got us here, and
6 who got us here was the people who do the hard
7 work, which is take care of the patients and
8 answer the phones and deal with the equipment
9 Now I know this job isn't easy, and worse, it
10 has gotten harder And what has made it harder
11 is the fact that we are on NYU's systems and we
12 have NYU regulations and we have NYU policies
13 and procedures and oh, by the way, - - pay for,
14 it used to be one MRI--in the old days and I
15 will date myself--this week, June 15th was my
16 30th anniversary of doing this We used to get
17 \$1200 an exam for MRIs At \$1200 an exam you
18 can afford to do one MRI an hour Now we are
19 trying to do 20 minutes an exam, and it is going
20 to continue to get less and less because if you
21 get paid less, you have got to just run faster
22 Picture Lucille Ball with the bon-bons

23 FEMALE VOICE We all know that show

24 ALAN In any case, so the patients aren't
25 any - - The documentation isn't any easier

1 The insurance companies certainly specifically
2 don't make our lives easier Rumor has it that
3 the referring physicians when you call them up
4 for information because we need a referral or we
5 need to understand what is on the script are
6 sometimes less than cooperative And I have
7 heard rumors and this may or may not be true
8 that even the radiologists who are a part of our
9 group are less than cooperative or supportive
10 relative to our - - I know it is just a
11 rumor, but I have heard that that happens, and I
12 have seen it happen maybe once in my 30 year
13 career That being the case, I always viewed it
14 as my job is to try and make everybody's job at
15 least better if not - - , but it is a job And
16 the fact remains is it hasn't gotten any easier,
17 and there is really nothing I could do to make
18 it so wonderful All I can do is try and be
19 supportive and give everybody as much support as
20 I can, and that is true of the whole executive
21 group Excuse me one second This is a vodka
22 and tonic

23 [background conversation]

24 ALAN So in trying to make things better of
25 course having worried about what is going on on

1 the NRAD side of the practice, we didn't pay
2 attention to what was going on on the AFI side,
3 of the practice because we assume having already
4 been in the deal since October of '13, and it
5 being "our sites" [phonetic] that we concentrate
6 on the other sites And to a certain extent,
7 and this is just my interpretation I bet
8 somebody could throw something up at me if they
9 choose to, but one of the consequences of I
10 think this group voting to be 1199 is the fact
11 that you didn't feel the love or attention from
12 the corporate office, and that was the way - -
13 It is what it is There is nothing I could do
14 to go back We can't turn back the clock and
15 show you more time and attention and love It
16 is what it is, and we are where we are But I
17 have always viewed it as one of my jobs is to
18 make sure that us the employees--and I am an
19 employee of AFI like any one of us are, though I
20 might have a little more influence than some
21 people--that as best as we can for as much as
22 this is a job and medicine has gotten harder,
23 and it has gotten harder for all of us - -
24 Prohealth - - or Mount Sinai, it is all the same
25 thing They are trying to get everybody

1 together They are trying to corral medicine >
2 It has gotten a lot more regulated, and this is
3 the job we have Do you want to say something?
4 FEMALE VOICE Yes - -
5 ALAN Any questions up to this point?
6 FEMALE VOICE Still no questions
7 ALAN Which brings us to us here and now
8 So obviously, you as employees of the Forest
9 Hills [phonetic] Union voted to go 1199, and
10 this is the point where I discuss - - this is
11 what that means relative to them or us So for
12 all intents and purposes because 1199 is
13 potentially representing you, it changes the
14 dynamic of you know, how we work together, and I
15 have been trying to think of a good analogy to
16 give you the perspective from my seat on how
17 that would change So maybe you are going to
18 find this just somewhat ironic whether you
19 appreciate it or not--it would be the equivalent
20 of so when the kids aren't behaving--my kids
21 aren't behaving well, I have yelled at them and
22 disciplined them sometimes, and in the course of
23 disciplining them one of my kids decided I am
24 going to call child services on you, Dad,
25 because I don't like the way you are treating

1 me, so I am - - To which I said, you want
2 to call child services? You think that is--you
3 are going to have a better deal from them than
4 me? Knock yourself out But to a certain
5 extent we now have child services in between us
6 or 1199 - - and I am not disparaging child
7 services or 1199, but there is now an
8 intermediary between us and that affects certain
9 things And to which I at the other offices I
10 would say--and this is a function of what the
11 rules are for me as an employer relative to the
12 National Labor Relations Board Once I got the
13 petition from the National Labor Relations Board
14 that we were going to have a vote, I wasn't
15 allowed to say anything relative--it is called -
16 - I am not allowed to - - in on you I am
17 not allowed to threaten I am not allowed to
18 intimidate and I am not allowed to promise So
19 I can't say--I couldn't say if you don't join
20 the union, I will give everybody 30 percent
21 raises or I can't say if you do join a union, I
22 am going to fire everybody Basically, I had to
23 say, look, I hope you don't do it - - and
24 everybody was here for my meeting with Juan
25 [phonetic] to which I was trying to get

1 everybody to keep the status quo, but needless
2 to say, that didn't work

3 What is supposed to happen going forward is
4 the following The union made a request of a
5 whole bunch of information regarding everybody's
6 salaries and the policies and procures and
7 contributions to all of the benefits, and they
8 are going to look at it And I would imagine
9 one of the things that the union did to try and
10 get you to vote to join a union is promise you a
11 whole bunch of things that they are going to be
12 able to deliver to you So if I was the union--
13 and only you guys know what happened, but I
14 would say, oh, I am going to get you annual
15 raises and I am going to get you 401k
16 contributions and I am going to get you more
17 time off, and oh by the way, I am going to get
18 you a contract just like 1199 has with NYU
19 because you are an NYU affiliate

20 The fact is though there is a couple of
21 problems with that First of all, Meridian is
22 not NYU We are not a hospital We are not
23 licensed by the state, so we are different We
24 are not a non-profit NYU is a non-profit
25 That means that a whole bunch of taxes that they

1 don't have to pay, we have to pay And worse,
2 and most importantly, NYU makes money in the B,
3 like in billings, and I can tell you Meridian
4 don't make B [phonetic] money because if they
5 make B money we would be having no conversation,
6 I would be drinking these on the beach
7 somewhere, and it wouldn't make a difference,
8 but the fact remains that whatever the promises
9 that 1199 made to you as employees as being able
10 to get for you they are not going to give to you
11 out of their money; they are going to give to
12 you out of whatever the negotiations are between
13 1199 and Meridian And whatever those
14 negotiations are going to have to be funded by
15 Meridian So any of the promises aren't going
16 to come out of 1199 pooled funds They are
17 going to come out of funds that are negotiated
18 between 1199 and Meridian And those
19 negotiations can take a week or a month or a
20 year or if you look at what happened locally out
21 on Long Island, the negotiations between 1199
22 and Mercy Medical Center took five years And
23 Meridian is only going to afford to pay what it
24 can afford to pay And then you have to ask
25 yourself if the deal here is that much better

1 than the deal at any other location, I wonder
2 what is going to happen at any of the other
3 locations? So the negotiations are going to
4 take time regardless of what that is and in the
5 interim to a certain extent, we are a status quo
6 meaning that the union has made sure that
7 nothing changes So things like nothing
8 changes, so if I wanted to give people raises
9 now, I can't if I wanted to fire somebody
10 because they broke the rules, the union would
11 say I can't except that I can, and they will be
12 pissed off at me So if somebody does something
13 that is inappropriate and jeopardizes a whole
14 bunch of things that we all know we shouldn't be
15 doing and puts the company in a position where
16 we are forced into having to let someone go,
17 then we will do that Now will it piss somebody
18 off? Absolutely, positively But whatever is
19 going on here, whatever is going on with any
20 individual employee, it is only a function of
21 what is important for the overall organization
22 Now I am going to ask for questions again, and
23 please while I am drinking my drink, somebody
24 ask a question

25 FEMALE VOICE Why can't people work at - -

1 offices that they used to?

2 ALAN So that is a good question So if
3 you are in fact 1199 employees, 1199 doesn't
4 like mixing apples and oranges So for example,
5 when we wanted to start training people to do
6 fetal ultrasounds, we made a request of NYU, can
7 you please send over people to train us
8 ultrasound techs on doing fetal ultrasounds, and
9 the response was 1199 won't allow us to send
10 people in to a non-union office to train your
11 employees to do that So to a certain extent I
12 kind of isolated everybody body here So people
13 who used to rotate one place don't and people
14 who used to rotate in don't because I am not
15 sure what is going to happen as far as the end
16 result of what happens here with 1199 And I am
17 not that anxious from my perspective to have it
18 spread to five different offices because this is
19 difficult enough, and let's see how this goes,
20 but certainly I don't want bring more people in
21 to make it more complicated, and I don't want to
22 - - more people out, so it is complicated
23 someplace else--if that answers your question
24 Does that make sense?

25 FEMALE VOICE Yeah - - So you don't want

1 people talking about the Union?

2 ALAN No Anybody can talk about anything
3 they want, but if you are an 1199 employee, 1199
4 won't let you go to another place that is part
5 of the same organization that is not unionized
6 or worse, you go over there and tell everybody
7 how great the union is and now I have to deal
8 with another unionized office And oh by the
9 way, here is the other little problem, okay
10 Our biggest competition out in Nassau County
11 certainly is Zwanger-Pesiri Radiology Okay?
12 Anybody who is - - , so it used to be Zwanger
13 was out East and then on our periphery So
14 Steve Mendelssohn [phonetic] is opening up
15 offices all over the place So we just opened
16 an office in Freeport, and that will affect
17 referrals at our Hempstead office and in Garden
18 City, and he is looking to open an office on Old
19 Country Road just west of the mall--Roosevelt
20 Field Mall That will affect 765 and 224 And
21 he is also looking to open a place on Northern
22 Boulevard, which will affect Great Neck and 410
23 And he is going to open an office in Bayside and
24 in Laurel Hollow - - Laurelton--and rumor has it
25 as of yesterday, he is looking up to open four

1 additional offices in Queens Steve runs his
2 practice way differently than we run our
3 practice And we are going to have to be
4 competitive with equipment and processes and
5 patient care in order to be able to compete
6 But no matter how good we are, just like the
7 bagels shop that opens up across the street from
8 your favorite bagel shop, no matter how good we
9 are, or how good we think we are, him opening
10 that many offices is going to affect our
11 volumes Don't feel like going across the
12 street and waiting on line for your favorite
13 bagel shop, then you get the bagel at the next
14 shop you are at And by the way, Steve runs a
15 very good shop There is lots of things that I
16 can tell you that I don't like about it, but
17 from an efficiency standpoint, he is about as
18 good as there is

19 FEMALE VOICE 2 Do they give raises there?

20 ALAN So Steve did give cuts and about I
21 would think about six months ago, he was losing
22 so much staff, he did an across the board four
23 percent raise And oh by the way, so I gave
24 raises to other--to about 90 percent of the
25 offices, okay People who didn't get raises was

1 anybody who was hired by January 1, 2015
2 because they didn't suffer through the eight or
3 ten years of no raises Anybody who got a raise
4 since January 1, '15 whether because of change
5 of processes, anybody who came in because of the
6 different mergers of the different groups whose
7 salary was so out of whack, now some people here
8 got raises before the whole union thing started
9 on May 1st Once the thing started on May 1st,
10 we are frozen So even if I wanted to give you
11 a raise, I can't And I won't be able to until
12 we final and finish the negotiations between
13 here and 1199 So we are in suspended
14 animation And one of the reasons why that
15 nobody got across the board raises is because
16 economically we couldn't afford it, but I didn't
17 give anybody cuts because I thought that wasn't
18 fair It just is what it is Decisions I made
19 just like decisions everybody else made, we all
20 have to suffer or deal with the consequences of
21 our decisions So will I be able to give raises
22 to other groups next year? Maybe, maybe not
23 It really depends on volume Do I think the
24 salaries of the employees as a whole are where
25 they should be? No matter what I gave

1 everybody, it is certainly not enough to make
2 up for the last eight to ten years of no raises
3 If we have a good enough year in our second year
4 of Meridian, I will probably do salary
5 adjustments at that point, and then maybe at
6 some point, we will get to 401k matches for or
7 tuition reimbursement or anything else that
8 would seem to be worthwhile But any of those
9 things are in suspended animation relative to
10 what happens between me and 1199

11 Questions? I will go through some of the
12 other questions that some of the other groups
13 had asked because I solicited all of those So
14 here is a popular one I got lots of these
15 When are we getting more money? Even if I
16 wanted to, I can't Go ahead

17 FEMALE VOICE 3 Well, I totally understand
18 that no changes can be made and aren't being
19 made, but like not letting - - one change
20 allowed, but other changes aren't

21 ALAN Because the other offices aren't
22 under 1199 - - , those are separate and here is
23 here So I have just isolated what is going on

24 FEMALE VOICE 3 Even on the - - agreement
25 of what - - ?

1 ALAN I have been told by my attorneys
2 that what happens here is supposed to be status
3 quo Okay What happens other places, I am
4 free to do with whatever is in the best interest
5 of all of us My decision

6 FEMALE VOICE 2 What about hiring?

7 ALAN Hiring? If we need staff, we will
8 hire

9 FEMALE VOICE 2 Well, we are short staffed

10 ALAN We are hiring Say it again

11 FEMALE VOICE 2 And we have been short
12 staffed My department is short staffed

13 ALAN Your department?

14 FEMALE VOICE 2 Scheduling We are short
15 staffed

16 ALAN So, we are looking for people

17 FEMALE VOICE Somebody was hired a week ago
18 and started in Garden City Maybe - - didn't
19 let you guys no

20 FEMALE VOICE 2 But that is not here

21 FEMALE VOICE - - answering the phones for
22 here

23 FEMALE VOICE 2 It's totally different
24 because if the phones were to go down again, you
25 can clearly see with the numbers what happened

1 with Garden City and Queens We still doubled
2 their numbers with the phones being down Are
3 you really going to hire somebody else to go to
4 Garden City when it is really needed here?

5 ALAN Well, here is the problem - - 1199
6 - - complicated

7 FEMALE VOICE 2 It's one person

8 ALAN I am hiring an MR tech he starts in
9 a couple of weeks I am going to staff up so we
10 can adequately take care of our patients Okay
11 And by the way, one of the things we are
12 investing in is a new phone system so all 11
13 sites 'cause right now we have five different
14 phone systems, all 11 sites can be connected
15 We will staff up to be able to take care of
16 patients And one of the questions was, you
17 know, why do we take so many add-ons? So that
18 is a fair question Or why should we take an
19 add-on at five to five when our shift is
20 supposed to end at five o'clock? And here is my
21 thought on that First off, we get paid per
22 click Alright So everybody who shows up and
23 we image, we get paid for That is kind of why
24 we are in business, but more importantly,
25 anybody who shows up at our door is sick or

1 needs information relative to their health
2 We have all of this equipment We have all of
3 this real estate We have all of this
4 infrastructure and we have all of these
5 employees If some stupid patient is stupid
6 enough to show up at our door, I kind of feel
7 like it is our obligation to maybe, I don't
8 know, take care of them. If it was you or your
9 parent or family member, and you showed up at
10 our door, you would expect that if I am here and
11 the lights are on, we will take care of you
12 Now if the doors are locked and it is after
13 hours, then so be it But if it is five to five
14 and the office is open, this is the profession
15 we chose It is not a bank We don't get to
16 choose that nope, you can't put the money in or
17 take the money out If a person is sick, it is
18 our moral obligation and our mission to be able
19 to take care of them And if people during the
20 hours we are open and there is an opening in the
21 schedule, those aren't add-ons Those are empty
22 slots An add-on is when we have too many
23 people and we are trying to squeeze somebody in
24 Is it inconvenient? Yeah Does it interfere
25 with work flow? Absolutely positively But

1 that is what we are in the job for If too
2 many people show up at McDonald's, they don't go
3 oh, we are not in the mood to serve more
4 hamburgers People want hamburgers, we give
5 them hamburgers

6 CARMINE It's not being realistic You're
7 not being fair

8 ALAN Explain which part isn't fair? The
9 add-ons?

10 CARMINE You are saying that we are here to
11 help everybody, and I think that is across the
12 board - - so when you are here from five to five
13 we are going to take somebody That is going to
14 take until 5 30, 6 o'clock--hold on--5 30, 6
15 o'clock per se - - by the time you are out of
16 here it's an extra hour, two hours That
17 happens to us too frequently

18 ALAN Well, first of all, I hate to say
19 this, but that is not your per se department,
20 and that is not what you are licensed or trained
21 to do No offense

22 CARMINE I am not saying it is I am just
23 - -

24 ALAN So if it was you showing up, okay, at
25 five to five, and you are right, the equipment

1 goes down, the patient before you--sometimes
2 you get stuck--and by the way, I don't expect
3 anybody to leave anybody's kids sitting on a
4 street corner waiting for mom or dad to show up,
5 if you have to go If you have got to go, okay,
6 you have got to go Shit happens On the other
7 hand, if you are working at five o'clock and you
8 scheduled a piano appointment for 5 30 and it
9 takes you a half hour to get home without
10 traffic, then you are in the wrong business
11 because you say no, but I am sorry I think it
12 is bad policy to turn somebody away if they
13 showed up at the door and we are open My
14 decision--

15 CARMINE But that is exactly what I am
16 saying--your decision Basically we could be
17 open until midnight if people are coming through
18 that door Wouldn't you say?

19 ALAN No

20 CARMINE No?

21 ALAN No

22 CARMINE I think you are wrong

23 ALAN Okay

24 CARMINE Okay This place is filled at 12
25 o'clock - - if we need the patients to be

1 scheduled, I am pretty sure a lot of people
2 would come. - -

3 ALAN If I could find staffing for 12
4 o'clock, I would be happy to do so, but I
5 wouldn't expect the staff that showed up at 8
6 o'clock to work until 12 o'clock

7 CARMINE Well, it just goes back to what we
8 are saying You said - - about licenses
9 People don't want to be here all night

10 ALAN I don't expect them to be here all
11 night

12 CARMINE Okay

13 FEMALE VOICE How many people are leaving
14 an hour after their shift? Okay

15 ALAN How often does that happen?

16 MALE VOICE 2 Every Monday

17 ALAN Every Monday Okay, so on Mondays we
18 are short staffed on covering Alright So
19 then we need to do something about it How
20 often does it happen for you?

21 FEMALE VOICE Every Monday you leave an
22 hour late?

23 MALE VOICE 2 Close to an hour Close to
24 an hour

25 [crosstalk]

1 FEMALE VOICE On average, half hour?
2 Everybody is leaving at least a half an hour
3 past their shift? So everybody is generally
4 leaving around their eight hour shifts? Okay
5 I just wanted to take a vote to see how many
6 people are leaving an hour afterwards

7 FEMALE VOICE 2 Well, most of us here are -
8 -

9 [crosstalk]

10 FEMALE VOICE Okay We will take the same
11 vote in the next group, so this way we can at
12 least make sure we address the evening people as
13 well

14 ALAN Look The reality is for me, my
15 expectation we have a schedule we will keep to
16 the schedule Does stuff happen that affects
17 the schedule? It does--whether it is the
18 equipment going down, or a patient moving or
19 somebody needing more imaging Okay? You are
20 not chained to your desk and that is not the
21 expectation, but I happen to disagree Okay?
22 So I run the practice and he runs cleaning the
23 office, but we disagree that I think if somebody
24 shows up when we are open unless it is going to
25 be a case that puts the patient in danger or

1 doesn't put somebody so out of their way that
2 they are leaving somebody hanging on a street
3 corner, I think it is our moral obligation and
4 our mission to take care of them I guess if we
5 have this disagreement we are going to be
6 negotiating that between us and 1199, but I can
7 tell you that the contract between NYU and 1199
8 says that you are not allowed to turn away
9 patients Okay? Because that is the mission

10 ANTHONY Aren't you supposed to get paid
11 overtime if you go past your shift?

12 ALAN Sure Of course we do

13 ANTHONY People aren't getting paid
14 overtime

15 [crosstalk]

16 ALAN Absolutely, positively not correct

17 ANTHONY No, because you have to work more
18 than 35 hours to get the overtime

19 ALAN No

20 [crosstalk]

21 ANTHONY If I work eight hours, and I got
22 to stay a half hour, you are going to pay me a
23 half hour overtime rate?

24 ALAN That is not the regs That is not
25 overtime

1 ANTHONY That is what overtime is I
2 worked past my shift, I get paid over time

3 ALAN You let me know when I can speak

4 ANTHONY You can It's your office

5 ALAN No, I will wait until you finish

6 ANTHONY I am making a point If I work
7 past my shift, I get paid extra Yes or no?

8 ALAN No

9 ANTHONY Then why should I stay?

10 ALAN Okay, so can we discuss what the law
11 is?

12 ANTHONY Sure, but shouldn't that be for
13 when we have our negotiations?

14 ALAN Can we follow what the law is?

15 ANTHONY Sure

16 ALAN Okay What is the law, Anthony?

17 MALE VOICE 2 You tell me

18 ALAN No Okay The law is I need to pay
19 overtime when somebody works more than 40 hours
20 a week That is the law

21 ANTHONY Okay

22 ALAN Okay It is not eight hours So if
23 you work 10 hours that day, okay, and then the
24 rest of the week you didn't work, you don't get
25 overtime for those two hours, and by the way, I

1 am not making up the rules by myself I have
2 to follow what the state and federal government
3 tells me to If you work more than 40 hours,
4 you will get 1 5 times your salary

5 ANTHONY Okay

6 ALAN It is considered on a week

7 ANTHONY Nobody wants to stay past their
8 shift

9 ALAN You may not want to stay past your
10 shift Okay

11 ANTHONY Anybody want to stay past their
12 shift? No

13 ALAN Okay, so I will tell you what You
14 guys, for the two of you who clean the office,
15 you are the cleaners of the office You don't
16 take care of patients From this point forward,
17 not a second after your time

18 ANTHONY Okay

19 ALAN Alright And I will hire a cleaning
20 crew to come and supplement whatever needs to be
21 done Okay But you are not licensed Okay
22 You didn't go to school

23 CARMINE You don't have to be licensed,
24 Alan Let's get that straight We don't have
25 to be licensed to make a discussion We don't

1 have to be licensed

2 ANTHONY What about the girls up front?

3 They are not licensed, but they are staying past
4 eight o'clock because you have brought another
5 patient in They want to go home

6 CARMINE This is going on the regular, and
7 this is why we are in the position that we are
8 in

9 MALE VOICE 2 Every day

10 ALAN What position is that?

11 CARMINE That is 1199 That is the
12 position

13 ALAN Okay, so, so--

14 CARMINE That is the position, just like
15 you used the analogy of the--

16 ALAN Why don't you do this? Tell me what
17 hours you would like the office open to You
18 decide

19 CARMINE You are the boss It's your
20 place

21 ALAN No, it's not my place

22 CARMINE Yeah, it is If it was--it is
23 your office If it is open until eight, it is
24 open until eight, and that should be the end of
25 it

1 ALAN And what happens if the patient is
2 still in the scanner, do we just throw them out?

3 CARMINE That is what happens here all of
4 the time No No Come on Let's be
5 realistic

6 ALAN But I am asking you Do we throw the
7 patient out?

8 CARMINE Never Never Never Never
9 Never

10 [crosstalk]

11 MALE VOICE 3 We are not talking about
12 that

13 ALAN But that is the mission we are in

14 CARMINE Come on with this bullshit Stop
15 Come on You are sitting here talking about
16 stuff that we should all be negotiating about

17 ANTHONY Right That is not what this
18 meeting was about

19 MALE VOICE 3 That's right

20 ALAN I am not negotiating anything I am
21 just telling--

22 ANTHONY That is not what this meeting was
23 about

24 ALAN Look, guys--

25 [crosstalk]

1 ALAN Anybody else other than the
2 janitorial crew have anything else - - ?

3 ANTHONY If you were able to get this
4 meeting together, you could easily get a
5 negotiating meeting together, and we can discuss
6 it then and not in front of everybody

7 ALAN We are not negotiating The union
8 made a request We are putting the information
9 together Okay? And if you want to discuss or
10 negotiate janitorial services, I am happy to do
11 so

12 ANTHONY Alan, listen Stop with this
13 janitorial bullshit, okay? Stop it Alright
14 You're being a wise guy

15 ALAN I am?

16 ANTHONY Yeah

17 ALAN Just out of curiosity what is your
18 job description, Anthony?

19 ANTHONY Yeah, janitorial Okay I am
20 probably more professional in my life than you
21 have ever been, so just stop it

22 ALAN Okay

23 ANTHONY I don't know who you think you are
24 talking to, the second time, the second time
25 Okay You are a professional?

1 ALAN No, Nana let him stay I don't
2 have a problem with it

3 ANTHONY Far from a professional, okay
4 Far from a professional

5 [audible noise of door closing]

6 ALAN That's appropriate

7 MALE VOICE 5 Hey, he's upset Everybody
8 is upset in here, bottom line

9 ALAN About what?

10 MALE VOICE 5 Everything you're trying to
11 discuss

12 ALAN Really? You think I am happy about
13 the fact that I saw our reimbursements go from
14 \$980 to \$326, and I am supposed to make ends
15 meet?

16 FEMALE VOICE 3 You just gave raises to
17 every--you said 90 percent of the company

18 ALAN That is correct That is after doing
19 the Meridian--

20 FEMALE VOICE Are we to pretend that you
21 didn't?

22 ALAN Um, no you're not - - but what am I
23 supposed to do?

24 ANTHONY I have every right to be in this
25 room. Nobody puts me down

1 [crosstalk]

2 ANTHONY Who do you think you are talking
3 to, Alan? Okay?

4 ALAN I'm sorry this is still my office

5 ANTHONY I'm a professional, okay

6 ALAN If you want to curse at me you have
7 to leave

8 ANTHONY I'm not cursing I haven't cursed
9 at you once

10 ALAN You already just did I am sorry you
11 just told me to go fuck myself

12 ANTHONY No, I never said that

13 ALAN Really?

14 ANTHONY Yeah

15 ALAN I didn't hear you say that?

16 ANTHONY No, I didn't say that

17 ALAN Okay

18 ANTHONY Okay I have the right to be in
19 this room

20 ALAN Um, I don't know about that, but if
21 you feel--

22 ANTHONY If you have a battle with the
23 janitorial services, you bring it to us
24 privately Okay?

25 ALAN That is fine

1 ANTHONY No, it is not fine because you
2 are the one with the big mouth that keeps
3 bringing it up We need a license to be a
4 janitor? Is that something funny? I don't
5 think it's funny

6 ALAN No, my point was is that--

7 ANTHONY What point?

8 ALAN My point was that people who go to
9 school and got licenses for being technologists,
10 okay, may have a different expectation of what
11 the job description is that you do That is my
12 point Whether you like it or not, that was
13 just my point You can disagree with it I
14 have no problem with it Okay? But everybody
15 has different expectations, including me being
16 the boss My expectation is whether you like it
17 or not, okay, is that if somebody shows up when
18 we are open, I feel it is our obligation to take
19 care of them. That is my perspective Does
20 that always work? No Will that always happen?
21 No Will it be inconvenient to any of us? Yes
22 I keep my cellphone on If somebody wants to
23 call me at 5 o'clock in the morning on a Monday
24 because they have a problem, you will never hear
25 me say why are you calling me? That is my

1 obligation We all have different
2 obligations Okay? My obligation as best as I
3 can is trying to make sure that we serve the
4 patients, we serve our referring physicians and
5 as employees and stakeholders of Meridian, we
6 can all do okay Trust me It was a lot more
7 fun 30 years ago when I was getting \$1200 for
8 one MRI It's a hell of a lot less fun for what
9 I got going on now But it is what it is And
10 as such, we all have to deal with it Am I glad
11 I am not at the beginning of my career? Damn
12 straight Unfortunately, I am not at the end
13 yet I only have 30 years in Am I making
14 every decision that is the right decision? I
15 hate to disappoint everybody, I am not that
16 bright And obviously I have people who are
17 unhappy We are going to have to deal with
18 that Am I going to be able to make everybody
19 happy? Probably not The best I can do is try
20 and make most of us happy

21 FEMALE VOICE 5 Can I say something? In
22 terms of healthcare, being in my eyes different
23 than-we are not selling sweaters at Macy's or
24 Lord and Taylor, we are in a patient people
25 business, that is different Healthcare to me

1 is someone coming to you and saying this is my
2 life or my loved one's life, and I am trusting
3 you with it We have all been in that situation
4 where we go to someplace and think what would we
5 want for our own loved ones if we showed up and
6 needed care because frankly, nobody wants to--it
7 is not like we are giving away anything that
8 people would stand in line and buy a ticket for
9 if they had a choice They need help Having
10 said that and being just in the past year--I am
11 from NRAD, and we did--we laid off a lot of
12 people due to financial situations and we cut
13 back and we were as bare bones as you can
14 imagine and so people were winding up having to
15 work an inordinate amount of hours, but what has
16 happened since the merger is that the need in
17 each individual's situation, each practice, each
18 office, each modality, what are the hours that
19 are needed to care for patients and then we
20 being staffed appropriately I think that is
21 what we are saying here also - - asking If
22 there is a chronic situation where one
23 department or one person or one shift is always
24 being asked over--and I am not talking about
25 once in a while, but it is going to be looked at

1 and it will be reevaluated and staffed because
2 we don't want to get into tons of overtime We
3 don't have people chronically staying

4 ALAN You know, this office is the busiest
5 office in the group Okay? At some point when
6 Zwanger-Pesiri moves in to our neighborhood, it
7 is not going to be the busiest office in the
8 group Okay? Whether we can keep three MRs
9 going, great Anybody who knows and - -
10 diagnostic imaging - - Fisher's office had three
11 magnets, two CTs, they would do 1200 MRIs a
12 month, 1200 That is about what we do here in a
13 month 1200 MRIs, 1,000 CTs That practice is
14 gone She didn't get paid out She just merged
15 it into NRAD and she is gone Things change
16 The fact that we are busy is a good thing And
17 if we do decide that we are going to start
18 turning people away at whatever time we do,
19 there is going to be someplace else that they
20 are going to go And when they start going
21 there and all of a sudden we are not open until
22 eight and we are open to seven and we are open
23 to six and we are open to five, then think of
24 the discussion that we are going to have So
25 the fact that we have people wanting to show up

1 we are fulfilling our mission Again, my
2 opinion You may disagree From a management
3 perspective, we are not staffed to try and force
4 anybody to stay at their desks If we need more
5 staff so that people don't get chained to their
6 desks, then we will hire more staff If it is a
7 systematic problem, then we will deal with it
8 If they don't want to stay any more than they
9 have to stay, then they don't have to stay I
10 will get somebody else to clean the office I
11 will get somebody else to answer the phones I
12 will get somebody else to do an ultrasound If
13 it is a systematic problem, it is not meant to
14 be a punishment We are trying to take care of
15 patients

16 [background conversation]

17 FEMALE VOICE - -

18 ALAN Zwanger is a freestanding facility
19 and Zwanger's offices always stay up until 8
20 o'clock and Zwanger says if you call the front
21 desk and you ask to come over, the person at the
22 front desk doesn't ask the tech, doesn't ask the
23 radiologist, doesn't ask anybody They say come
24 over And that office stays open until that
25 person is seen Period End of case

1 FEMALE VOICE What makes them different
2 from how office - - ?

3 ALAN They are different in a lot of cases
4 Their volume is probably twice the volume of
5 even this office They use a lot of IT
6 infrastructure for being more efficient They
7 hire pretty green technologists and then they
8 have somebody in the back office who can look at
9 all 30 MRI scanners at once So they have
10 somebody who is monitoring what is going on, and
11 if somebody is going to make a mistake on an MRI
12 scanner, the guy in the back room fixes it, but
13 they pay everybody really minimum wages, and
14 then when you get tired of working like that,
15 you move on and move out They are staffed with
16 minimum staff The staff only takes care of
17 what they have to and they don't have their
18 staff stay in an individual office They
19 rotate, so nobody gets deep roots He is very,
20 very, very efficient He really is, and I am
21 telling you he does twice the volume that we do
22 in his offices partly because of--I will give
23 you an example, answering the phone When you
24 call into his office, it is connected into his -
25 -, so - - called his office to schedule in a

1 patient, my demographics show up on the
2 computer Now he doesn't say hello, Alan when I
3 call because that gets a little creepy and you
4 feel like big brother is watching, but your
5 demographics and information are already up in
6 front of you So when you say hello, who am I
7 speaking with? Oh, Alan - - , I am already
8 there It is not looking for it, waiting for it
9 to populate and do it he has systems--and
10 unfortunately, we have NYU systems Just
11 different Yep?

12 FEMALE VOICE I wanted to ask you, you say
13 you have five different phone systems and you
14 said you are looking to merge it, and when you
15 look to merge it are you going to make the
16 schedulers because when we were down on the
17 phone system, we had four schedulers, and our
18 numbers speak for themselves on - - and how much
19 phone calls were coming in We are the first
20 voice they hear when they call

21 ALAN I know that So the idea is that for
22 the scheduling department everybody will be
23 connected and everybody will be able to balance,
24 but honestly, if one site goes down, right now
25 you are connected to Garden City The idea is

1 that all 11 sites will be connected so that if
2 any one site goes down, then it will get
3 dispersed to everybody else and balanced out

4 FEMALE VOICE But my question is are we
5 going to be scheduling for all of the sites or
6 are we going to be scheduling only for our site
7 or Garden City?

8 ALAN I don't know that we have gotten that
9 far into it . I would like to be able to have a
10 system that where you are calling from it
11 directs you to your spot, but I haven't gotten
12 that far yet But my expectation is that for
13 example, if we are going to have areas of
14 excellence, so for example, not every place will
15 do prostate exams Not every place will do
16 MRMs Not every place will do - - cases We
17 will use assets where they are needed, but
18 ideally, the people who are at a site will take
19 care of the stuff at the site, which has kind of
20 always been the case between you and Garden
21 City, but it depends on when stuff happens No
22 telling what happens with infrastructure It
23 took them five days to figure out why they
24 couldn't boot up the ACD

25 FEMALE VOICE That is exactly my point

1 The volume of the calls coming in and us being
2 short, it was under four schedulers only with
3 that massive amount of phone calls coming in

4 ALAN I know and I appreciate your hard
5 work

6 FEMALE VOICE 5 One of the things that
7 happened with NRAD also was when Hillcrest
8 became part of NRAD - - at that point, like
9 being able to see other offices Maybe you
10 could only schedule mainly for one, but seeing
11 other ones that are nearby if you are overloaded
12 and there is an opening somewhere else, the
13 patient might choose to go where there is a
14 sooner opening

15 FEMALE VOICE But the call would be better
16 distributed to that center because let's say all
17 of the centers are popped up on the screen for
18 us, it is just too much for us to schedule when
19 the phone calls are coming in because as soon as
20 you put one down, another one is coming in

21 ALAN Right So the idea is trying to
22 direct Queens' cases to Queens and Garden City
23 cases to Garden City or any other site It just
24 so happened when we put the phone system
25 together we connected you two When we go for

1 all 11, it will be organized much differently
2 That won't happen--well, it has to happen by the
3 end of the year It probably won't happen until
4 the fourth quarter because it is a little
5 complicated Look, I hope you found this
6 worthwhile I am sorry that it got a little
7 heated There is nothing I can do There is no
8 way--we can't turn back the clock Like I said,
9 even if I wanted to do something now, I am kind
10 of in a position where I have to wait to see how
11 things pan out The negotiations could be quick
12 and easy or they cannot be quick and easy and be
13 complicated and long running Not what I want
14 to do Not the position I wanted to be in, but
15 we all have to deal with the hands that we are
16 dealt with I appreciate your hard work I
17 appreciate your time I am sorry the pizza
18 didn't show up on time - - you guys are all
19 eating Thank you If anybody has any other
20 questions or thoughts, you can e-mail me
21 directly All of the questions everybody asked
22 we are going to be putting a newsletter
23 together, so all of those questions, so if there
24 is 30 different questions, you will have 30
25 different answers Some of the stuff relative

1 to here if you have questions about stuff, ask
2 me a question, I will always answer it The
3 worst question is the one not asked Thank you,
4 guys

5 [background conversation]

6 [END 6_17_16_Noon_Meeting_Recording]

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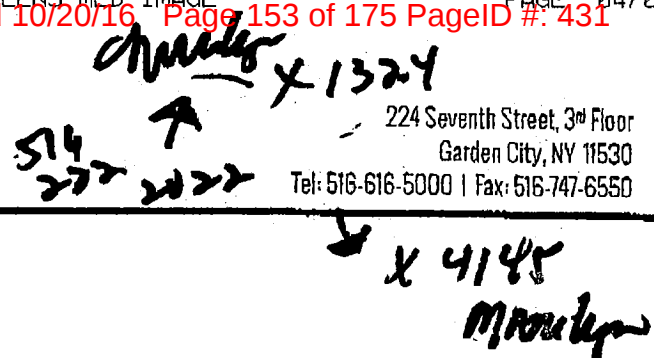
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Exhibit K(2)

To be filed ELECTRONICALLY ONLY

Exhibit L(1)




Mr. Anthony Randazzo
141-18 79th Avenue #Apt. 2F
Flushing, NY 11367

Dear Mr. Randazzo,

This letter is to inform you that, based on your insubordinate behavior at this afternoon's Town Hall meeting, hosted by Alan Winakor, CEO of the Meridian Imaging Group, your employment with Meridian Imaging Group, LLC and Trinet is terminated, effective immediately.

Any personal possessions you may have in the office will be packed up and sent to you. You are prohibited from visiting the premises of Queens Medical Imaging, 69-15 Austin Street, Forest Hills, NY or any other Meridian Imaging Group location.

Yours truly,


Cheryl Kurman

Director of Human Resources

Cc: Alan Winakor, CEO

Exhibit L(2)



224 Seventh Street, 3rd Floor
Garden City, NY 11530
Tel: 516-616-5000 | Fax: 516-747-6550

June 20, 2016

Mr. Anthony Randazzo
141-18 79th Avenue #Apt. 2F
Flushing, NY 11367

REVISED
Sent Via US Mail/Certified Mail

Dear Mr. Randazzo,

This letter is to inform you that you exhibited insubordinate behavior at the Friday, June 17th, 2016 Town Hall meeting, including disorderly conduct and directing profanities at the meeting host and CEO Alan Winakor, of the Meridian Imaging Group. Chapter Two of our Trinet Employee Handbook states the following are conducts that are "impermissible and that may therefore lead to disciplinary action, possibly including immediate discharge:

- Fighting, horseplay, practical jokes, or other disorderly conduct that could endanger or disturb any employee, contractor, customer, or vendor of or visitor to the company.
- Inappropriately threatening, intimidating, bullying, or coercing any employee, contractor, customer, or vendor of or visitor to your company, in any manner, including by use of abusive or vulgar language."

As a result, your employment with Meridian Imaging Group, LLC and Trinet was terminated, effective June 17, 2016.

Any personal possessions you may have in the office will be packed up and sent to you. You are prohibited from visiting the premises of Queens Medical Imaging, 69-15 Austin Street, Forest Hills, NY or any other Meridian Imaging Group location.

Yours truly,


Cheryl Kurman
Director of Human Resources

Cc: Alan Winakor, CEO

Exhibit M



224 Seventh Street, 3rd Floor
Garden City, NY 11530
Tel: 516-616-5000 | Fax: 516-747-6550

June 1, 2016

Ms. Sandra Kucuk
72-19 72nd Place, 2nd floor
Ridgewood, NY 11385

sent via Email and Certified Mail

Dear Ms. Kucuk,

This letter is to summarize the information regarding your status which you have provided to Meridian Imaging Group, LLC. You requested and were approved for twelve weeks of Family Medical Leave, which began on February 12, 2016 and which was officially exhausted as of May 5, 2016. However, you were unable to return to work at that time and requested a personal Leave of Absence, for an additional six weeks (through June 16th, 2016). We granted your request for the extension with the hope and the assumption that you would be able to return to your position as a full time MRI technologist at that time.

You provided a letter from Dr. Verma dated 4/21/16, stating you were still unable to return to work and would be re-evaluated on 5/26/16. Dr. Verma provided an updated letter regarding that re-evaluation which we have just reviewed.

Dr. Verma's letter states you are sufficiently recovered to return to work in a part time capacity. He states "no bending, no lifting anything greater than 5 lbs. or twisting" Unfortunately, these limitations will prevent you from performing the necessary requirements of your position as an MRI technologist.

You have several weeks until your personal leave of absence extension is exhausted. If, by June 17, 2016, you are able to return without limitations that prevent you from performing the necessary requirement for your position as MRI technologist, documented by your physician, we will be happy to have you return. However, if you cannot, then we will be terminating your position with Meridian/Trinet as of June 17th, 2016.

Please let me know immediately, via return email, if I have missed anything. In the meantime, we all wish you well and should you not be able to return by June 17th, we would encourage you to reach out to us upon your recovery to explore employment opportunities. Also, should you not be able to return, we will be providing information to you regarding COBRA election, etc.

Yours truly,

A handwritten signature in black ink, appearing to read 'Cheryl Kurman', written over a horizontal line.

Cheryl Kurman
Director of Human Resources

Cc: Alan Winakor, CEO

Exhibit N

Jackson, Matthew

From: Sandra Miladinov <mmilad5702@yahoo.com>
Sent: Wednesday, July 13, 2016 12:35 PM
To: Ceilidh B. Gao
Subject: Fw: return to work

On Tuesday, June 14, 2016 5:40 PM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

On Monday, June 6, 2016 1:06 PM, Cheryl Kurman <CKurman@nrad.com> wrote:

I'm on jury duty today (on break) - hopefully will be back tomorrow

it's not a matter of our telling you what restrictions we can have you return with. It's a matter of your MD, based on his knowledge of your situation, informing us of what, if anything, you cannot do. So, for example, if you cannot stretch, bend or lift anything greater than 5 lbs) - I don't have your letter here with me - those tasks are necessary to do the basic requirements of your job. If you are able to return with no restrictions but for PT hours, I would think we could allow you to return PT for the two weeks you mention but, again, it's not our place to advise your MD what restrictions he would recommend for your wellbeing. The two of you would have to evaluate that so that, one, you can do your job and, two, more importantly, you do not further injure yourself.

Marilyn Please forward to Alan for me. I don't have his email address handy and have to go back to the jury room.

Thanks.

Please forgive any typos. .thanks

From: Sandra Miladinov [mmilad5702@yahoo.com]
Sent: Monday, June 06, 2016 11:38 AM
To: Cheryl Kurman; Jennifer.Fuggio@nyumc.org
Cc: Marilyn McCarthy; marybel.colon@nyumc.org
Subject: Fw: return to work

On Monday, June 6, 2016 10:32 AM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

Hello all,

Hope all is well. So as per our previous email convo. I would like to know what kind of restrictions are you willing to work with and for how long will you like the parttime schedule to be because I can't foresee it going past 2 weeks. Once i spoke with the doctor he was willing to write a letter that indicates what my employers are agreeing to as long as I am ok with it. Like we discussed before its

just to ease myself back into regular duty and to see if I can handle the physical aspect of the work. Please let me know I'm willing to work with you guys to get this ready for my return.

Sandra

if it's easier to speak with me please call 917-842-7184

Exhibit O

Jackson, Matthew

From: Sandra Miladinov <mmilad5702@yahoo.com>
Sent: Wednesday, July 13, 2016 12:36 PM
To: Ceilidh B. Gao
Subject: Fw: Return to work clarification
Attachments: RTW letter clearance.pdf

On Wednesday, July 13, 2016 12:31 PM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

On Friday, July 8, 2016 7:38 AM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

sorry about that. here you go.

On Thursday, July 7, 2016 9:12 PM, "Colon, Marybel" <Marybel.Colon@nyumc.org> wrote:

Hi Sandra

Can you please resubmit your document as there was no attachment.

Thank you

Marybel

Sent from my iPhone

On Jul 7, 2016, at 8:23 PM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

Hi Cheryl,

I received my clearance to return to work 7/20/2016 today. Please see attached. I already uploaded this letter to Aetna disability so please let me know if anything additional needs to be done on my part. I appreciate the help from everyone and can't wait to get back to work.

Sandra

On Tuesday, July 5, 2016 1:30 PM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

Hi Cheryl,

Hope you had a great weekend. I never heard back from you about Aetna so I hope it was ok. Also just a reminder I have a doctors appt this thursday and will update you afterwards. On another note Howard has contacted me about my RTW date and I just

informed him that once I see the doctor that I am not sure whether it is my doctors or your (Alan and HR) decision of when I come back. He also informed me that I will have help with patients but no help w any updates on protocols or any changes in protocols for mri. But that two of my coworkers will be there scanning on their own machines. I told him im fine scanning on the machine (GE AND HITACHI I have had no training on the newly installed seimen since I have been out) but my concern was scanning using new protocols or changes to protocols since I havent been there for a while. I have contacted marybel and havent heard back from her today. As much as I am eager to come back to work and I am staying positive, this doesnt sound so great and things can go wrong. Please help.

sandra

Sent from Yahoo Mail on Android

On Mon, Jun 20, 2016 at 12:09 PM, Kurman, Cheryl
<Cheryl.Kurman@nyumc.org> wrote:

Hi Sandra,

We'll be on the lookout for it. Thanks.

Cheryl Kurman

Director of Human Resources
Meridian Imaging Group, LLC
516-222-2022 x 1324

From: Sandra Miladinov [mmilad5702@yahoo.com]

Sent: Monday, June 20, 2016 11:47 AM

To: Kurman, Cheryl

Cc: Marilyn McCarthy

Subject: Re: Return to work clarification

Hi Cheryl,

How are you? Hope you had a great weekend. Just contacted Aetna they should be sending over a letter for the employer to fill out. Not sure if it will be you or the FH office. Let me know if you need anything or if you want me to send them anything back.
Sandra

On Friday, June 17, 2016 9:33 AM, "Kurman, Cheryl" <Cheryl.Kurman@nyumc.org> wrote:

Jeanine - per below and prior emails, please advise if we must do anything to extend Sandra's personal LOA date with Trinet, which was originally set to expire today.

Cheryl Kurman

Director of Human Resources
Meridian Imaging Group, LLC
516-222-2022 x 1324

From: Sandra Miladinov [mmilad5702@yahoo.com]
Sent: Thursday, June 16, 2016 3:50 PM
To: Cheryl Kurman; Alan Winakor
Cc: 'connie@nextgenerationrad.com'; McCarthy, Marilyn; Colon, Marybel; Kaufman, Howard; 'Jeanine Howard'; Shea, Dawn; Abrokwa, Nana
Subject: Re: Return to work clarification

Hi Cheryl,
I was able to move my appointment to July 7th.

On Thursday, June 16, 2016 3:37 PM, Cheryl Kurman <CKurman@nrad.com> wrote:

Sandra, Jeanine Howard, our Trinet rep is already cc'd on this email – but we'll have to know if you can hopefully move up the date of your appointment to know how to address your personal LOA properly.

Cheryl Kurman

Director of Human Resources
MERIDIAN IMAGING GROUP, LLC
990 Stewart Avenue
Garden City, NY 11530
516-222-2022 x 1324

From: Winakor, Alan [<mailto:Alan.Winakor@metropolitandiagnostics.com>]
Sent: Thursday, June 16, 2016 3:35 PM
To: Sandra Miladinov <mmilad5702@yahoo.com>
Cc: 'connie@nextgenerationrad.com' <connie@nextgenerationrad.com>; Cheryl Kurman <CKurman@nrad.com>; McCarthy, Marilyn <Marilyn.McCarthy@metropolitandiagnostics.com>; 'Colon, Marybel' <Marybel.Colon@nyumc.org>; 'Kaufman, Howard' <Howard.Kaufman2@nyumc.org>; 'Jeanine Howard' <Jeanine.Howard@trinet.com>; Dawn SheaNYU <dawn.shea@nyumc.org>; Abrokwa, Nana <Nana.Abrokwa@nyumc.org>
Subject: RE: Return to work clarification

Sandra,
If you can get an appointment sooner, that would be great. If not, then we will wait until your July 12th appointment.
As far as position and shift, those specifics will have to wait until we know your return date, restrictions, if any, etc.
We will address that after we review your new Back to Work info.
We will notify TriNet, Aetna, since that is your personal insurance, you would have to notify directly.
Thanks
Alan

From: Sandra Miladinov [mailto:mmilad5702@yahoo.com]
Sent: Thursday, June 16, 2016 3:16 PM
To: Winakor, Alan <Alan.Winakor@metropolitandiagnostics.com>
Cc: 'connie@nextgenerationrad.com' <connie@nextgenerationrad.com>; Cheryl Kurman <CKurman@nrad.com>; McCarthy, Marilyn <Marilyn.McCarthy@metropolitandiagnostics.com>; 'Colon, Marybel' <Marybel.Colon@nyumc.org>; 'Kaufman, Howard' <Howard.Kaufman2@nyumc.org>; 'Jeanine Howard' <Jeanine.Howard@trinet.com>; Shea, Dawn <Dawn.Shea@nyumc.org>; Abrokwa, Nana <Nana.Abrokwa@nyumc.org>
Subject: Re: Return to work clarification

Alan,

Thank you for replying I was just about to email you. I was really looking forward to coming back tomorrow (had my scrubs ready to go) but understand your decision and do appreciate you working with me. I have a follow up appointment with Dr. Verma July 12.

I do have some questions if someone can help guide me. With this extension how does that effect my shift or position, do I need to contact Aetna or Trinet?, basically what do you need from my end right now?

Sandra

On Thursday, June 16, 2016 2:05 PM, "Winakor, Alan" <Alan.Winakor@metropolitandiagnostics.com> wrote:

Sandra,

Thank you for your patience. We have had a discussion with Dr. Verma's office. We were concerned that your health status letter dated May 26th, 2016 which identified significant work restrictions and the subsequent letter dated June 7th which identified no restrictions. These divergent instructions came with no additional medical evaluation other than the evaluation of May 26th, 2016.

We are concerned with bringing you back to work without a full understanding of your health status and work restrictions. As such, we will not allow you to return to work until after your next physical exam by Dr. Verma. We hope that this examination can be done in short order. If it needs to wait to your next scheduled exam, then we will extend your leave to accommodate that time frame.

In either case, your leave is extended until your next physical exam, that can adequately document your physical progress. Please let us know your next available appointment with Dr. Verma's office.

We hope and trust you will be able to return to work with no, or acceptable limitations relative to your job requirements. We look forward to receiving this documentation.

Thanks

Alan

From: Cheryl Kurman [mailto:CKurman@nrad.com]
Sent: Wednesday, June 08, 2016 9:00 AM
To: 'Sandra Miladinov' <mmilad5702@yahoo.com>; McCarthy, Marilyn <Marilyn.McCarthy@metropolitandiagnostics.com>; 'Colon, Marybel' <Marybel.Colon@nyumc.org>; Winakor, Alan <Alan.Winakor@metropolitandiagnostics.com>; 'Jeanine Howard' <Jeanine.Howard@trinet.com>; 'Kaufman, Howard' <Howard.Kaufman2@nyumc.org>

Cc: 'connie@nextgenerationrad.com' <connie@nextgenerationrad.com>

Subject: RE: Return to work clarification

Importance: High

Sandra,

Good morning.

I am sending this email to let you know that I was premature in sending the email approving your return.

The information you have provided to us must be reviewed by our executive team as well as by our attorneys. We will follow up with you as soon as a determination is made.

Cheryl Kurman

Director of Human Resources
MERIDIAN IMAGING GROUP, LLC
990 Stewart Avenue
Garden City, NY 11530
516-222-2022 x 1324

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Exhibit P

Jackson, Matthew

From: Sandra Miladinov <mmilad5702@yahoo.com>
Sent: Wednesday, July 13, 2016 12:36 PM
To: Ceilidh B. Gao
Subject: Fw: Follow up

On Wednesday, July 13, 2016 10:55 AM, Sandra Miladinov <mmilad5702@yahoo.com> wrote:

Cheryl,
I am surprised and confused at this development. I definitely need some clarification since my leave was extended by Alan and my return depended on my return to work clearance from my surgeon. The attached letter was sent the day of my appt 7/7/2016. At no point was i contacted until yesterday since 7/7/2016. Why and what was this decision based on?
Sandra

On Tuesday, July 12, 2016 9:43 AM, Cheryl Kurman <CKurman@nrad.com> wrote:

Sandra,

This email is to advise you that, as you have exhausted both your FMLA and extended LOA, your employment with both Meridian and Trinet is being terminated as of today. We invite you to apply in the future for open positions within the company.

Marilyn McCarthy will send you any applicable termination paperwork.

Yours truly,

Cheryl Kurman

Director of Human Resources
MERIDIAN IMAGING GROUP, LLC
990 Stewart Avenue
Garden City, NY 11530
516-222-2022 x 1324

Exhibit Q

FORM NLRB-760
(7-10)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDDate Filed
Apr 15, 2016

Case No. 29-RC-174122

Date Issued May 6, 2016

City Forest Hills

State NY

Type of Election:
(Check one:)(If applicable check
either or both:)☒ Stipulation☐ 8(b) (7)☐ Board Direction☐ Mail Ballot☐ Consent Agreement☐ RD Direction
Incumbent Union (Code)

MERIDIAN IMAGING GROUP, LLC

Employer

and

1199 SEIU UNITED HEALTHCARE WORKERS EAST

Petitioner

TALLY OF BALLOTS VOTING GROUP - UNIT A

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters 29
2. Number of Void ballots _____
3. Number of Votes cast for inclusion with nonprofessional employees in a unit for the purposes of collective bargaining 23
4. Number of Votes cast for exclusion from nonprofessional employees in a unit for the purposes of collective bargaining 2
5. Number of Votes cast for _____
6. Number of Votes cast against participating labor organization(s) _____
7. Number of Valid votes counted (sum 3, 4, 5, and 6) 25
8. Number of challenged ballots 6
9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8) 31
10. Challenges are (not) sufficient in number to affect the results of the election.
11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for INCLUSION WITH NONPROFESSIONALS

For the Regional Director [Signature]

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER [Signature]For PETITIONER [Signature]

For _____

FORM NLRB-760
(7-10)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Date Filed

Apr 15, 2016

Case No: 29-RC-174122

Date Issued May 6, 2016

City Forest Hills

State NY

Type of Election:
(Check one:)(If applicable check
either or both:)☒ Stipulation☐ 8(b) (7)☐ Board Direction☐ Mail Ballot☐ Consent Agreement☐ RD Direction
Incumbent Union (Code)

MERIDIAN IMAGING GROUP, LLC

Employer

and

1199 SEIU UNITED HEALTHCARE WORKERS EAST

Petitioner

TALLY OF BALLOTS

VOTING GROUP - UNIT A AND
VOTING GROUP - UNIT B

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters 56
2. Number of Void ballots 1
3. Number of Votes cast for PETITIONER 42
4. Number of Votes cast for _____
5. Number of Votes cast for _____
6. Number of Votes cast against participating labor organization(s) 5
7. Number of Valid votes counted (sum 3, 4, 5, and 6) 47
8. Number of challenged ballots 6
9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8) 53
10. Challenges are (not) sufficient in number to affect the results of the election.
11. A majority of the valid votes counted plus challenged ballots (Item 9) has (not) been cast for 1199 SEIU

For the Regional Director

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For EMPLOYER

For PETITIONER

For

Exhibit R

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

Meridian Imaging Group, LLC

Employer

and

Case 29-RC-174122

1199SEIU United Healthcare Workers East

Petitioner

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

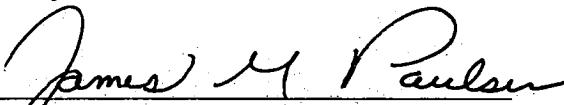
1199SEIU United Healthcare Workers East

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: Included: All regular full-time, part-time and per diem registered nurses, ultra sound technologists, MRI technologists, X-ray technologists, mammogram technologists, radiologic technologists, and CAT scan technologists, schedulers, front desk, medical receptionists, breast coordinators, maintenance, medical records, and liaisons, employed by the Employer at the Employer's Forest Hills facility. Excluded: All supervisors and guards as defined by the Act.



May 20, 2016


JAMES G. PAULSEN
Regional Director, Region 29
National Labor Relations Board

Attachment: Notice of Bargaining Obligation

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.